

June 5, 2013

AGREEMENT
BETWEEN
THE CHERRY HILL TOWNSHIP BOARD OF EDUCATION
AND
THE CHERRY HILL EDUCATION ASSOCIATION
2012-2014

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PREAMBLE

This Agreement entered into this 1st day of July, 2009, between the Board of Education of Cherry Hill Township, Camden County, New Jersey, hereinafter called the "Board" and the Cherry Hill Education Association, hereinafter called the "Association".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Cherry Hill Township School District is their mutual aim, and

WHEREAS, the Board of Education has an obligation pursuant to Chapter 123, P.L. 1974, to negotiate with the Cherry Hill Education Association as the representative of certain employees of said Board as herein after defined, and

WHEREAS, the parties having reached certain understandings desire to confirm this Agreement as follows:

DISTINCTION OF GROUPS OF EMPLOYEES

Throughout this agreement that portion of the ARTICLES contained herein headed or labeled "CERTIFIED STAFF" shall apply only to those employees as defined in Article 1, 'RECOGNITION AS TO CERTIFIED STAFF ONLY'. Throughout this agreement that portion of the ARTICLES contained herein headed or labeled "SECRETARIES" shall apply only to those employees as defined in Article 1, 'RECOGNITION AS TO SECRETARIES ONLY'. Throughout this agreement that portion of the ARTICLES contained herein headed or labeled "SUPPORT" shall apply only to those employees as defined in Article 1, 'RECOGNITION AS TO SUPPORT ONLY'. At no time shall a portion of an ARTICLE headed or labeled as one type of employee apply to any other type of employee unless so headed or labeled.

Article 1 RECOGNITION AS TO CERTIFIED STAFF ONLY

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including only:

- teachers
- psychologists
- librarians
- nurses
- physical therapists
- occupational therapist
- guidance counselors
- department facilitators
- summer school teachers
- summer curriculum developers
- bedside teachers

Federal program personnel
learning disability specialists and all other teachers of special education
social workers
speech and language therapists
athletic trainers
AFJR ROTC instructors

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

RECOGNITION AS TO SECRETARIES ONLY

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under contract listed in the classifications herein or on leave, employed by the Board (hereinafter referred to as "employee or employees"), including only:

Secretary to: School Principal
District Director
District Child Study Team
General Secretaries

Accounting: Senior Accounts Payable Clerk
Junior Accounts Payable Clerk
Bookkeeper (High School)

Technical/Clerical: Bid Coordinator/Expediter
Senior EDP Order Entry Clerk
Switchboard Operator/Receptionist
Copy Machine Operator/Clerk-IMC

and all other secretarial personnel with the exception of the following:

Administrative Assistant to the Superintendent
Administrative Assistant to the Assistant Superintendent
Administrative Assistant for Human Resources
Secretaries to the Board Secretary
Human Resources Secretaries
Payroll Clerks

RECOGNITION AS TO SUPPORT ONLY

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under contract listed in the classifications herein or on leave, employed by the Board (hereinafter referred to as "employee or employees"), including:

District Engineer
Pupil Accounting Technicians
Assistant Pupil Accounting Technician
School Copy Machine Operators (40 weeks) *
Student Scheduling Registrar

**40 week work schedule: 36 week school calendar: 2 weeks (10 days) before school opens in September; 2 weeks (10 days) after school closes in June.

RECOGNITION AS TO TECHNOLOGY EMPLOYEES ONLY

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under contract listed in the following job titles:

Field Technicians
Student Management Systems Coordinators
Technology Systems Specialists

CIVIL UNIONS

The parties agree that all benefits under the Agreement which apply to spouses also apply to partners in a civil union recognized by the State of New Jersey.

Article 2 NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with C. 123, P.L. 1974 and by rules and regulations promulgated in accordance therewith in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

- D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. As to Teachers only: unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date. As to Secretarial and Support personnel only: proposed new rules or modifications of existing rules governing working conditions of secretarial and support staff shall be negotiated with the Association before they are established.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article 3 **GRIEVANCE PROCEDURE AS TO ALL UNIT MEMBERS**

A. Definition

The term "grievance" means a complaint that there has been an improper application, interpretation or violation of an administrative decision, Board policy or of any term or provision of this contract.

B. Procedure

1. A grievance may be filed by an individual unit member, a group of unit members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within 45 school days of the happening of the event.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits may be extended by the mutual consent of the parties.
3. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

- a. The purpose of this procedure is to attempt to secure, at the lowest possible level, equitable solutions to the grievances, which may from time to time arise, affecting teachers. Both parties agree that filed grievance documents will be kept as confidential as may be appropriate.
4. A grievance, which involves a question of salary, shall be filed in duplicate. One copy shall be presented to the principal involved and the other shall be filed with the Director of Human Resources.
5. Level One - Informal Presentation

Except for group, class or policy grievances which shall be initiated by the Association at the Superintendent's level, anyone who has a grievance shall discuss it first with his/her principal (or immediate supervisor, if applicable) in an attempt to resolve the matter informally at that level.

6. Level Two – Principal or Immediate Supervisor

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he/she shall set forth the grievance in writing to the principal or immediate supervisor, specifying:

 - a. the nature of the grievance;
 - b. the nature and extent of the injury, loss or inconvenience;
 - c. the results of previous discussions;
 - d. his/her dissatisfaction with decisions previously rendered. The principal shall communicate his/her decision to the grievant in writing within three (3) school days of receipt of the written grievance.

7. Level Three - Superintendent

The grievant, no later than five (5) school days after receipt of the principal's or the immediate supervisor's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal or the immediate supervisor as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days. The Superintendent shall communicate his/her decision in writing to the grievant and the principal or immediate supervisor.

8. Level Four - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within twenty (20) school days of receipt of the grievance by the Board.

9. Arbitration

- a. Notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) days after the receipt of the decision that is being appealed. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual teacher or a group of teachers. As to an improper application, interpretation or violation of administrative decisions or board policies said arbitration shall be advisory only. As to an improper application, interpretation or violation of any term or provision of this contract, said arbitration shall be final and binding. All arbitration shall be conducted under the rules of the American Arbitration Association.
10. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. Only the Board, the Association, and the aggrieved shall be given copies of the arbitrator's opinion and award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

11. Rights of Employees to Representation

- a. Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.
- b. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
- c. The Board and the Association shall assure individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievances.

12. No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.
13. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

C. **Costs**

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

D. The following matters shall not be arbitrable as to Certified Staff:

1. The failure or refusal of the Board to renew a contract of any non-tenured teacher.
2. In matters where a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of Education.

E. The following matters shall not be arbitrable as to Secretaries and Support Staff:

1. The termination of a contract of an employee.
2. Any allegation that the Board has violated a right conferred upon an employee or a duty upon the Board by any administrative agency, court decision or the Laws of the State of New Jersey or the United States of America, where a method of review is available under the rules and regulations of said administrative agency or under or through a quasi-judicial or judicial body by virtue of a court decision or the Laws of the State of New Jersey or the United States of America.
3. Any alleged violation of an employee's rights where the relief demanded by the employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

F. **Miscellaneous as to All Unit Members**

1. **Group Grievance**

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent or his/her designee directly and the processing of such grievance shall be commenced at Level Three.

2. Written Decisions

Decisions rendered at Levels Two, Three and Four shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or by any participant in the grievance procedure by reason of such participation.

Article 4
EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that is, it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. No employee shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article 3, paragraph A.
- C.
 - 1. Whenever any employee is required to or given the opportunity to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could result in the termination of employment of that employee, then said employee and the Association shall be given prior written notice of the reasons for such meeting or interview.
 - 2. The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.
 - 3. Suspension, if any, shall be with pay until there has been a formal determination made by the Board of Education.

D. As to teachers only:

No student's grade or evaluation shall be changed without written notification to the teacher.

E. As to teachers only:

Any criticism by a supervisor, administrator or Board member of a teacher concerning his/her instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings unless required by law or requested by the teacher.

F. Whenever any employee is mandated to attend a meeting, conference or discussion with building level administration, which may result in action or recommendation inimical to employment, then the employee shall have the right of Association representation. Any provisions of this Agreement concerning employee hours shall not apply to said conferences. The administrator in attendance at the conference shall have the right to have another administrator or person of his/her choice present. This section shall not apply to evaluation conferences held pursuant to Article 10, Subsection F, hereof.

Article 5
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, names and addresses of all employees, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and the students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss in pay and/or benefits.

C. Representatives of the Association, Camden County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations. Such representatives shall notify the principal of their presence on school property as other visitors are expected to do.

- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Use of the buildings shall be arranged according to Board Policy.
- E. The Association shall have the right to use school facilities and equipment, including duplicating equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment repair incident to such use.
- F. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and the employees' dining room. The Association shall also be assigned space on the bulletin board in the central office for Association notices.
- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration. The Board assumes no responsibility for delivery.
- H.
 - 1. In addition to meeting the requirements of Article 8, the President of the Association shall be granted ninety (90) minutes per day to conduct Association business.
 - 2. As long as section 3 of the Sidebar Agreement remains in effect, for the term of this Agreement, the parties agree to extend their October 23, 2000, Sidebar Agreement regarding the schedule of the Association President. Specific terms for each year will be placed into individual sidebars signed by the parties for each year of the 2009-2012 Agreement.
 - 3. The parties agree that efforts shall be made so that the Vice Presidents of CHEA shall be assigned their conference-preparation during the last period of the day, if possible.
 - 4. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees as defined in the unit, and to no other organizations.

Article 6 **ASSOCIATION-ADMINISTRATION LIAISON**

- A. Recognizing that any agreement entered into by the Association, the Board of Education and the administrators of Cherry Hill Public Schools will be effective in providing for better educational opportunities for children only if properly implemented by way of effective and continued communication on subjects related to current school practices and problems:
 - 1. The school principal and/or assistant principal shall confer with a liaison committee of the individual school selected by the Association from the staff of

that school to review and discuss local school matters. The liaison committee shall be composed of no more than two (2) persons in an elementary school having no assistant principal; no more than three (3) persons in an elementary and middle school having an assistant principal; and in secondary schools (grades 9 to 12), no more than the number of principals and assistant principals assigned to such schools.

2. On each liaison committee shall be at least one CHEA faculty representative or alternate. Meetings shall be held at the request of either party within seven (7) days after request, but not more than once a month, unless by mutual consent of both parties. Meetings shall be scheduled during the school day, during non-working time, unless otherwise mutually agreed and shall be of a reasonable length to discuss areas of concern.
3. The president of the Association and/or his/her representative(s) shall meet with the superintendent and/or his/her designated representative(s) at the request of either party within seven (7) days of said request, but these meetings shall not exceed one per month unless by mutual consent. These meetings shall be scheduled during the school day during non-working time unless otherwise mutually agreed, and shall be of a reasonable length to discuss the areas of concern.

Article 7 **INTRA-SCHOOL COMMUNICATIONS**

A. Recognizing that, due to diversity of individual school problems and schedules, it is impossible to establish one set of rules and regulations to govern the use of public address systems in all schools, each school principal and liaison committee of each school shall cooperatively establish procedures concerning use of these systems. Such individual school procedures shall be designed to reduce, as much as possible, interruption in the daily instructional program in order that the learning process of the children shall not be unnecessarily disrupted. Grievances under this section may not proceed beyond Level Three of the grievance procedure (Article 3, B. 4.).

Article 8 **TEACHING HOURS AND LOAD AS TO TEACHERS ONLY**

A. 1. Teachers shall indicate each daily arrival for duty and each daily final departure there from by initialing the appropriate column on the teachers' "sign-in" roster. During the course of the school day, if the teacher shall leave the building, said teacher shall indicate the time of departure and the expected time of return, and upon return shall initial the appropriate "sign-in" roster. Only disputes concerning leaving the building, docking/deduction of pay, accuracy of attendance/lateness record, and disciplinary disputes shall be subject to binding arbitration.

2. Teachers (including summer school teachers) shall not be required to report for duty earlier than fifteen minutes before the time when students will be marked

late and shall not be required to remain more than fifteen minutes beyond the close of the student's school day, except that, for any given half year, nurses and librarians may be required to report for duty beginning and ending at a later time than other teachers, provided that the total work day is continuous and ends no later than 5:00 P.M., and further provided that said nurses and librarians so scheduled shall be volunteers in the first instance and if there are no volunteers, as assigned by the building principal. Teachers shall not be required to teach and/or supervise more than thirty-five (35) hours per week, including before and after school time and lunch. It is recognized that weather conditions and emergency situations may extend this period of time.

Effective with the 2013-2014 school year, teachers shall not be required to teach and/or supervise more than thirty-seven and one-half (37 and 1/2) hours per week, including before and after school time and lunch. It is recognized that weather conditions and emergency situations may extend this period of time. Consistent with the ratified 2012-2014 Memorandum of Agreement, one-half (1/2 hour) was added to the teacher work day. At the high school and middle school levels, this time shall be used for instructional purposes. At the elementary level, this time shall be used for Professional Learning Community time, and not for a prep period or for supervision of students. It is agreed that the additional time will be at the beginning of the day for all schools.

3. Twelve hours for related professional functions

- a. Teachers may be required to be present for up to twelve (12) hours per school year for related professional functions conducted after normal school hours. Related professional functions shall consist of: staff development (which use shall be deleted effective with the 2013-2014 school year), Back-to-School Night, Higher Education Night, P.T.A. meetings, art and music festivals and similar educational programs, Career Night, Student Achievement Night, and mandated parent conferences scheduled for the teachers (which must be completed within one hour after the conclusion of the students' regular school day) and IEP conferences (which must be completed within one hour after the conclusion of the students' regular school day).
- b. Parent conferences scheduled at times mutually convenient to the teacher and to the parent involved shall not be considered part of the twelve (12) hours referred to in Article 8. A. 3. a.
- c. Notice of required attendance for activities covered by this Article must be given to the teachers at least two (2) weeks prior to the event, except in the case of an emergency when less notice may be given. Failure to give said notice eliminates the mandate for attending this event.
- d. Staff development activities under a. above will conclude within one and one half hours after the conclusion of the teachers' normal work day as set in Article 8, A. 2. The parties agree that, for the purposes of this section, the teacher work day may not be extended for staff

development activities on the following days: a) parent-teacher conference days; b) full day in-service days; c) partial student days before holidays; d) orientation and staff preparation days at the beginning of the teacher work year; and, e) school closing responsibility days at the conclusion of the teacher work year.

- f. Time toward the satisfaction of the twelve (12) hour requirement will be established before each event and will include time for the length of the event.
- g. Credit toward attaining the twelve (12) hour mandate shall be in 15 minute increments rounded up to the next 15 minutes.
- h. Records of assignments under the 12 hour requirement shall be maintained by the building level principal, and will include the events and hours credited. Teachers will be able to review these records following procedures established in each building by the building principal and CHEA Liaison.

4. Teachers may be required to be present for orientation and staff preparation days at the beginning of the school year, in-service meetings, elementary school parental conferences and school closing responsibilities at the end of the school year when students are not present. Such teacher presence shall be consistent with the in-school work year as defined in Article 15. If a full day is scheduled, it shall begin at 9:00 A.M. and extend to 4:00 P.M., except for inservice days, which shall be scheduled as follows:

- a. High Schools 8:00 a.m. to 3:00 p.m.
- b. Middle Schools 8:30 a.m. to 3:30 p.m.
- c. Elementary Schools 9:00 a.m. to 4:00 p.m.
- d. Multi-level inservice: 8:30 a.m. to 3:30 p.m.
(Examples: K-12, Art, K-8 & K-12 Social Studies, District-wide Program)

If a partial student day is scheduled, the teacher day shall not extend more than fifteen minutes beyond the close of the students' regular full school day. In any event, one hour for lunch shall be scheduled. This paragraph shall not apply to partial student days that may be part of the school calendar immediately preceding holidays.

5. In order to allow for the scheduling of parental conferences, which cannot otherwise be held during the school day, each guidance counselor may be scheduled to be available for such conferences one day for each month of the school year, from 7:00 P.M. to 9:00 P.M. inclusive. The date of such assignment shall be established by mutual agreement between the counselor and the principal at least four (4) weeks in advance of such date, except in

September, when it shall be established at least one week in advance of such date. Following the date of completion of such evening assignments, compensatory time of two (2) hours may be taken by the counselor affected prior to the date of the next scheduled evening assignment.

6. Each school may schedule up to two (2) evening parent-teacher conferences per year. These parent-teacher conferences may be up to two (2) hours in length. On the day of a parent-teacher evening conference, teachers in the building shall be released early per practice of early releases. The administration shall schedule evening conferences with parents. An administrator shall be present in the building for entire evening conference time.
7. Effective after ratification of the 2007-2009 Agreement, on half days (including conference days) and delayed opening days, kindergarten teachers assigned to two buildings will stay at one school for the entire day. A procedure will be established for alternating buildings on such days.

B. 1. Elementary teachers shall have a fifty (50) minute uninterrupted duty-free lunch period, but in accordance with item A.1 of this Article, elementary teachers may volunteer to supervise lunch periods and be compensated at the annual stipend set forth in Schedule E.

2. Elementary school teachers will have free use of time during which a specialist is teaching their class. Effective September 1, 2002, the first student day at the elementary level shall be a four hour day for students. That day shall be a regular length day for teachers.

3. Elementary school teachers will not be required to perform morning bus duty.

4. Educational Assistant times may be assigned to each elementary school effective to provide relief as necessary and such para-professional assistance to the teachers as may be determined by the principal after discussion with the liaison committee. Grievances under this section may proceed beyond Level Four of the grievance procedure (Article 3, B. 9.), however, the arbitrator's award shall be advisory only.

5. Secondary school teachers shall have the equivalent of at least one (1) unassigned preparation-conference period per day. Psychologists, the child study team, guidance counselors and nurses are not covered by this clause.

6. Teaching preparations

- a. Secondary school teachers shall not be required to teach in more than two (2) departmental areas nor more than a total of three (3) teaching preparations per day.
- b. Exceptions to the three (3) teaching preparations limit in a. above does not apply to teachers in Related Arts (Art, Business, Technology Education), Music, Special Education and World Language. The

Administration will make every reasonable effort to avoid exceeding the limits in a. above. Prior to scheduling any such exceptions, the CHEA will be consulted.

7. Every effort will be made to avoid having secondary teachers assigned to teach more than three (3) consecutive periods of approximately forty to forty-five (40-45) minutes each unless double periods are scheduled, in which case, the limit shall be four (4) periods. Changes in teaching stations shall be limited, wherever possible, to two (2) per day.
8. Secondary school teachers shall have a continuous duty-free lunch period with a minimum time equivalent to the length of the students' lunch period in conformity with the State Board of Education regulations.
9. In elementary schools, each teacher shall have a thirty-minute daily unassigned preparation conference period, which in the case of the kindergarten teacher shall precede the lunch period, but in other instances may vary in length in accordance with B. 2. herein to meet class scheduling problems. When a four hour day is scheduled for students, the classroom teachers are guaranteed a twenty-five to thirty minute preparation period during those four hours that students are present. Psychologists, the child study team, guidance counselors and nurses are not covered by this clause.
10. Every effort will be made to rotate lunchroom supervision amongst available teachers on a yearly basis at the secondary level. The Board and the Association agree that the assignment of such supervision shall be based on the special needs of the school district.

C. 1. The secondary faculty and departmental meetings beyond the school day shall ordinarily be scheduled no more often than once a month, such meeting to convene directly after the close of the school day and to generally conclude within an hour. The notice of and agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meetings, except in an emergency as determined by the Administration. No session nor any meeting which teachers are required to attend shall continue beyond one hour without the allowance of a five (5) minute intermission.

2. At the elementary school level faculty and/or grade level meetings beyond the school day shall be scheduled no more than a total of fifteen (15) meetings per school year. The number of elementary school faculty/grade level meetings shall be reduced from 15 to 10 per year effective with the 2013-2014 school year.

No more than one faculty meeting and one grade level meeting shall be scheduled in any one month. If the meeting is held prior to the opening of the school day it shall commence no earlier than 8:00 A.M. If the meeting is held at the end of the school day it shall convene immediately after the close of the school day and to generally conclude within one hour. The notice of and agenda for any meeting shall be given to the teachers involved at least one (1)

day prior to the meeting, except in an emergency as determined by the Administration. No session nor any meeting which teachers are required to attend shall continue beyond one hour without the allowance of a five (5) minute intermission.

- D. The "teacher day" defines only the period a teacher is expected to spend in school. Regardless of this specified period, every teacher has the responsibility of assisting students when they require or request help; of conferring with parents about pupil progress or problems; of consulting with colleagues, supervisors, or administrators on professional matters; and of seeking to improve professional competence and classroom skills.
- E. Despite the provisions of Article 8, B. 5. and B. 9., if a substitute cannot be found to meet the absence of a regular teacher, the principals shall have the right to assign a regular teacher(s) (who may be a volunteer) to cover the vacancy. Such assigned teacher shall be compensated at the rate set forth in Schedule E per each 45 minutes, prorated. In the event the absent teacher's class is split among two or more other regular (receiving) teachers, the above rate of compensation shall be prorated among said receiving teachers. If the normal class load of the receiving teacher is not exceeded, no compensation shall be paid.
- F. Teachers who may be required to use their automobiles in the performance of their duties shall be reimbursed for all such travel at the rate established by the State of New Jersey.
- G. Those teachers regularly assigned to special education classes shall have one in-service meeting during the school day per year.

WORK SCHEDULE AS TO SECRETARIES ONLY

A. Regular Hours of Work

All employees shall work a thirty-six and a quarter (36.25) hour week, seven and a quarter (7.25) hours per day, on those days when teachers are present, as scheduled by the immediate supervisor. Employees do not work during the school calendar when teachers are not present. After the school calendar year ends, all employees shall work a thirty-five (35) hour week, seven (7) hours per day, as scheduled by the immediate supervisor. Lunch time shall not be included in the above hours of work.

B. Overtime

All overtime must be authorized in writing by the Superintendent or his/her designated agent. Compensation shall be paid at time and one-half, calculated by dividing the contract salary by 1820, rounded to the nearest penny. Any hours worked on a holiday as specified in this Article shall be compensated at one and one-half (1½) times the employee's hourly rate as calculated above, plus holiday pay.

C. Vacation Schedule

All employees shall adhere to the following schedule:

All employees hired after January 1 and prior to June 30 shall receive one-half day per full month of employment.

6 months up to 1 year	1 Week
after 2 years completed	2 Weeks
3 to 12 years completed	3 Weeks
after 13 years completed	4 Weeks

No extended vacation periods without pay shall be granted at any time.

Employees transferring into this unit with prior continuous service in the district shall receive full credit for years in the district for determining eligibility for vacation time. Prior service as a ten month employee shall receive credit for ten-twelfths (10/12) of each year served.

Effective with the mutual ratification of the 2004-2007 Agreement, employees may carry up to five (5) accrued vacation days into the next school year.

D. Paid Holidays

The following paid holidays will be in effect for all secretaries:

July 4th
Labor Day
Columbus Day*
Thanksgiving Day and Friday following
Christmas Eve
Christmas Day and day as coordinated with immediate supervisor
New Year's Eve
New Year's Day
Martin Luther King Day
Presidents' Weekend (2 days)*
Good Friday
During Spring Recess—one day as coordinated with immediate Supervisor
Memorial Day
One additional day as coordinated with immediate supervisor

*If school is in session on these days, substitute days shall be scheduled in coordination with the supervisor.

The Board shall have the right to reassign an employee from the employee's regular work station to another work station when such employee works on a legal holiday as specified in the school calendar.

E. Inclement Weather Days

Employees shall not report to work when schools are closed for inclement weather. In an emergency situation (e.g. Board packet day) when an inclement weather closing occurs, an employee(s) may be called in to work if there is a supervisor present in the work location. Said employee(s) shall receive compensatory time off for the time worked.

WORK SCHEDULE AS TO SUPPORT ONLY

A. Hours of Work

1. Ten (10) month employees shall work a thirty-five (35) hour week, seven (7) hours per day as scheduled by the immediate supervisor.
2. The District Engineer shall work a forty (40) hour week, eight (8) hours per day as scheduled by the immediate supervisor.
3. As to 12-month employees, except the District Engineer, all employees shall work a thirty-six and a quarter (36.25) hour week, seven and a quarter (7.25) hours per day on those days when teachers are present, as scheduled by the immediate supervisor. Employees do not work during the school calendar when teachers are not present. After the school calendar year ends, all employees shall work a thirty-five (35) hour week, (7) hours per day, as scheduled by the immediate supervisor.
4. Any lunch time shall not be included in the above hours of work.

B. Overtime

All overtime must be authorized in writing by the immediate supervisor. Compensation shall be paid at time and one-half, calculated by dividing the contract salary by 1820 for those employees working a thirty-five (35) hour week and by 2080 for those employees working a forty (40) hour week, rounded to the nearest penny. Any hours worked on a holiday as specified in this Article shall be compensated at two times the employee's hourly rate as calculated above, plus one day's straight pay. Any hours worked on Sunday shall be compensated at two times the employee's hourly rate as calculated above. Easter Sunday shall be considered a holiday for purposes of calculating overtime pay.

C. Call-in Pay

1. When an employee is called into work during the employee's non-working hours, without advance notification, this shall constitute a CALL-IN.
2. When an employee is notified during the employee's working hours to report to work during the employee's non-working hours, or when an employee is scheduled in advance to work an assignment outside of the employee's normal tour of duty, this shall be considered an overtime assignment, not a CALL-IN.

3. An employee "called-in" to work shall be paid a minimum of two (2) hours pay in accordance with Section B. above ("Overtime.")

D. Special Activities

Employees scheduled for special activities shall receive two (2) hours pay as calculated in Section B. above ("Overtime"). In the event a special activity schedule for a weekend is canceled an employee scheduled to work said activity shall receive two (2) hours pay as calculated in Section B. above ("Overtime"), if the employee had not been notified of the cancellation prior to reporting to work. If the activity was scheduled for a weekday, the employee shall receive two (2) hours pay as calculated in Section B. above ("Overtime"); if the employee was not notified of cancellation prior to the end of the employee's regularly scheduled workday.

E. Vacation Schedule

Vacations may be taken in $\frac{1}{2}$ days, full days or weekly segments through the entire school year, total or partial weeks as scheduled with immediate supervisor.

All 12 month employees will adhere to the following schedule:

All employees hired after January 1 and prior to June 30 shall receive $\frac{1}{2}$ day per full month of employment.

6 months up to 1 year	1 Week
after 2 years completed	2 Weeks
3 to 12 years completed	3 Weeks
13 years completed	4 Weeks

Employees new to the bargaining unit with prior continuous service in the district shall receive full credit for years in the district for determining eligibility for vacation time. Prior service as a 10 month employee shall receive credit for ten-twelfths (10/12) of each year served.

Effective with the mutual ratification of the 2004-2007 Agreement, employees may carry up to five (5) accrued vacation days into the next school year.

F. Paid Holidays

The following paid holidays will be in effect for all twelve (12) month employees:

July 4th
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
One day during Winter Recess as coordinated with immediate supervisor

New Year's Day
Martin Luther King Day
Good Friday
One day during Spring Recess as coordinated with immediate supervisor
Memorial Day
One additional day as coordinated with immediate supervisor

Ten (10) month and 40 week employees will follow the school calendar.

G. Inclement Weather Days

Employees, with exception of district engineer(s), shall not report to work when schools are closed for inclement weather. In an emergency situation (e.g. Board packet day) when an inclement weather closing occurs, an employee(s) may be called in to work if there is a supervisor present in the work location. Said employee(s) shall receive compensatory time off for the time worked. Engineers will work per practice.

H. Ten Month and 40 Week Positions

Ten (10) month and 40 week positions shall be scheduled according to the academic calendar. The holders of said positions shall not be entitled to any paid vacation but shall not be required to report for work on days when schools are closed for holidays or vacation periods, except see Article 1 for the work year for 40 week employees.

I. Pay Days

1. Effective July 1, 1998, there shall be a bi-weekly pay period approach.
2. When a payday falls on a holiday, employees shall receive their paychecks on the last preceding working day.

SUMMER WORK SCHEDULE – ALL 12 MONTH EMPLOYEES

Each CHEA-represented 12 month employee shall be allowed to work an additional 45 minutes Monday through Thursday and, in return, dismissal will be 12:00 noon on Friday. The specifics, relative to "when" the additional 45 minutes are to be included as part of the Monday through Thursday work day, will be determined between the unit employee and his/her immediate supervisor.

Article 9
SALARIES AS TO CERTIFIED STAFF ONLY

A. SALARIES

The salaries of all ten month teachers and psychologists covered by this Agreement are set forth in Schedules "A-1" and "A-2". The salaries of all ten month teachers covered by this Agreement who teach an additional period are set forth in

Schedules "A-3" and "A-4". The salaries of all twelve month teachers and psychologists covered by this Agreement are set forth in Schedules "A-5" and "A-6".

COLUMN ADVANCEMENT

Any courses which are taken by a teacher who commenced employment after March 1, 1971, will not be credited to column advancement on the Salary Guide unless they are part of a graduate degree program in the educational field offered by a college or university where matriculation and graduation take place at the graduate level and unless they are not courses required to be taken for proper initial certification. All courses must meet the requirements of relevant statutes and the Administrative Code.

INCREMENT MOVEMENT FOR 2014-2015

The parties agree that the increments on the teacher guide built in to the 2013-2014 guide shall not be paid in 2014-2015 until the parties ratify a successor agreement to the 2012-2014 Agreement.

- B.
 1. Effective upon mutual ratification of the 1996-1998 Agreement, the Board and the newly-hired employee shall agree on initial guide placement.
 2. Salary adjustments from column to column will be made effective as of September 1 and February 1 of each year, if transcripts for additional successfully completed courses are filed no later than 60 days after the respective dates. The employee shall notify the Director of Human Resources, in writing, normally prior to September 1 and February 1 of anticipated movement on the guide.
 3. Extended year teachers shall be paid according to Schedules "A-5" and "A-6".
 4. Teachers performing bedside instruction will be paid at the per hour rate set forth in Schedule E.
 5. Summer school teachers will be paid at the per week rate set forth in Schedule E.
 6. Teachers who provide instruction in District at-risk support programs beyond the contractual hours of the school day shall be compensated at the rate of \$42.60. This agreement does not preclude teachers from working with children without monetary compensation beyond the contracted school day as cited in Article 8, D.
 7. The Board of Education shall provide additional compensation to teachers who participate in the district's "Environmental Education" program, at the rate set forth in Schedule E to those teachers who stay overnight. It is expected that all sixth grade teachers shall participate in the program provided, however, in the event a sixth grade teacher cannot so participate for personal reasons, such teacher shall be excused therefrom.

8. Co-curricular

- a. Teachers shall be paid at the per hour rate set forth in Schedule E for supervision of co-curricular activities such as student bus supervision before and/or after school, supervising sporting events, bus supervision on the way to and from extra-curricular activities, ticket-taking, supervising dances and after school detention duty.
- b. If a teacher is placed in a position where he/she is to supervise those persons listed in any of the categories mentioned in subsection "a" above, he/she shall be paid an additional stipend equal to 25% of the rate paid to the personnel he/she is supervising.
- c. Teachers shall be paid at the per hour rate set forth in Schedule E for Saturday School Detention.

C. Teachers may independently elect to have a portion of their salary withheld and deposited to their credit in the Camden Teachers Civil Service Federal Credit Union and/or deposited for tax deferred annuities, upon executing appropriate payroll authorization forms which shall be in lieu of a summer payment plan as contemplated in 18A:29-3.

D. When a payday falls on a holiday, teachers shall receive their paychecks on the last previous working day.

E. Teachers shall receive their final checks on the last working day in June, but not until all work is completed.

F. The salaries set forth in Schedules "B-1", "B-2", and "B-3" will be used in determining the annual remuneration to be paid teachers who are performing services with respect to athletic activities. Adjustments of remuneration within the range of minimum to maximum shall be made at the discretion of the Board, but it is expected that individuals will normally move from minimum to maximum in three (3) years.

G. The salaries set forth in Schedules "C-1", "C-2", and "C-3" will be used in determining the annual remuneration to be paid teachers who are performing services with respect to non-athletic extra-curricular activities. Adjustments of remuneration within the range of minimum to maximum shall be made at the discretion of the Board, but it is expected that individuals will normally move from minimum to maximum in three (3) years.

H. Guidance Counselors who perform work in the summer after July 1st shall be compensated at the rate of 1/40th of their respective annual salary per week and those who perform work during the period between the completion of the regular school year and June 30th shall be compensated at the rate of 1/200th per day of their respective annual salary. Commencing July 1, 1976, and each July thereafter, such summer employment will be more or less equally divided amongst those Guidance Counselors employed in each building desirous of being assigned summer work.

- I. Teachers given the responsibility of acting elementary principal shall receive an annual stipend at the annual stipend set forth in Schedule E. This responsibility and stipend shall cease should the Board accept and implement a lead teacher concept.

SALARIES AND CLASSIFICATIONS AS TO SECRETARIES ONLY

A. Salaries

1. The salaries of all employees covered by this Agreement are set forth on Schedule D attached hereto and made a part hereof. Initial placement on Schedule D shall be pursuant to side letter between the parties.
2. Employees hired after January 31st of the school year shall remain on the same step of the salary guide for the next school year.
3. All employees shall be employed for twelve (12) months.
4. New employees shall be placed on the appropriate salary guide, in accordance with their experience at a step no higher, in the discretion of the Board, than their experience would dictate in accordance with Schedule D attached hereto and made a part hereof.
5. Professional Development and Improvement Reimbursement

Any employee required or requested by the Board to attend any course, workshop, seminar or conference shall be paid the full cost of tuition and other reasonable expenses incurred (including fees, materials, meals, lodging and/or transportation). Said employee shall also be compensated at the employee's overtime rate for all time spent in actual attendance at scheduled work sessions beyond the employee's regular working day.

6. When a payday falls on a holiday, secretaries shall receive their paychecks on the last preceding working day.
7. Secretaries shall be paid at the rate set forth in Schedule E per hour for supervision of co-curricular activities such as sporting events, ticket taking and supervising dances.
8. In the preparation of future salary guides, it is recognized by the parties that those individuals on the highest step of the guide shall receive less of a percentage salary increase than other individuals on that guide.

B. Miscellaneous

1. The title "clerk" shall not be construed to restrict an employee from performing typing duties incident to the performance of the employee's principal duties.

2. Employees shall not dispense prescription drugs, and are relieved from performance of nursing duties except emergency first aid.

3. **Advancement of Personnel**

Written notice of the intent to fill a vacancy in any of the positions set forth below shall be given to the Association President at least ten (10) days in advance of the application deadline.

- a. Any classification contained in Article 1.
- b. Senior Supervisors: Operational
- c. Assistant Supervisors: Operational, Maintenance, Electrical, Mechanical and Transportation
- d. Secretary to the Superintendent; Administrative Assistant to the Deputy Superintendent; Administrative Assistant for Curriculum; Administrative Assistant for Instruction; Administrative Assistant for Elementary Education and Human Resources; Secretaries to the Deputy and Assistant Superintendents; Secretaries to the Board Secretary; Office Supervisors; and Human Resources Secretaries, provided that it is understood that those positions listed under b through d. inclusive are not unit members.

Written notice of the intent to fill such vacancy shall also include a list of necessary qualifications. Employees making application shall be given due consideration and where in the Board's sole discretion qualifications of applicants are equal, seniority shall prevail.

SALARIES AND CLASSIFICATION AS TO SUPPORT ONLY

A. **Salary**

1. The salaries of all employees covered by this Agreement are as set forth on records in the Human Resources Office.
2. No employee new to the district shall be hired at a salary higher than that of an existing employee in the same job title within the classification. All existing positions shall be twelve (12) month positions with the exception of school media technician (10 month), paraprofessionals (10 months), the district copy machine operator – night shift (40 weeks), and the school copy machine operator (40 weeks).
3. In the event an employee is temporarily assigned by the appropriate supervisor to work in a higher pay classification, the employee shall be paid an hourly differential based on 1/1820th of the difference between the starting salary in the higher classification for a regularly scheduled 35-hour week and by 1/2080th of the difference between the starting salary in the employee's

classification for a regularly scheduled 40-hour week; provided that the employee is assigned to said higher classification and actually works in said classification for five (5) days in a two-week period, in which event said differential shall be paid from the sixth day worked in said classification.

4. Professional Development and Improvement Reimbursement

Any employee required or requested by the Board to attend any course, workshop, seminar or conference shall be paid the full cost of tuition and other reasonable expenses incurred (including fees, materials, meals, lodging and/or transportation). Said employee shall also be compensated at the employee's overtime rate for all time spent in actual attendance at scheduled work sessions beyond the employee's regular working day.

B. Classifications

1. The job titles in the support area shall be classified as follows:

- I District Engineer
- II Print Shop Operator
School Media Technician (10 month position)
Pupil Accounting Technician
Assistant Pupil Accounting Technician
District Copy Machine Operator-Night Shift (40 weeks)
School Copy Machine Operators (40 weeks)
Cable TV Specialist

2. No employees shall supervise any students except in emergencies.

3. Advancement of Personnel

Written notice of the intent to fill a vacancy in any of the positions set forth below shall be given to the Association President at least ten (10) days in advance of the application deadline.

- a. Any classification contained in Article 1
- b. Senior Supervisors (operational)
- c. Assistant Supervisors, operational, maintenance, electrical, mechanical and transportation

Written notice of the intent to fill such vacancy shall also include a list of necessary qualifications. Employees making application shall be given due consideration and where in the Board's sole discretion qualifications of applicants are equal, seniority shall prevail.

SALARY PROVISIONS AFFECTING LONG-TERM TEACHER SUBSTITUTES

A long term substitute will be paid the per diem rate of pay as calculated off Step 1 of the BA column.

SALARY PROVISIONS AFFECTING ALL UNIT EMPLOYEES

- A. Effective July 1, 2011, all unit members' payments shall be made by direct deposit.
- B. All reimbursements under this Agreement for travel and related expenses must be consistent with State law and regulation.
- C. Any retroactive payments due under a new ratified Agreement shall not be paid if they total under \$5.00 for an employee.
- D. No stipend amount can be negotiated by an individual receiving or interviewing for a stipend position.
- E. The "splitting" of stipend money can only be done after agreement between the Association and the HR Department.

Article 10 TEACHER EVALUATION

- A. All evaluation of the work performance of teacher personnel shall be conducted openly and with full knowledge of the teacher involved. Electronic devices and voice taping as part of classroom projects may be used so long as the results of same are not used in the evaluation process.
- B. Lesson plans shall be maintained in a form consistent with the needs of the supervisory staff and the teacher and shall be regularly submitted as required by the supervisory staff. They shall be in sufficient detail to permit a proper continuance of the instructional program by a substitute in the event of the teacher's absence.
- C. The Board of Education and the Administration subscribe to the principle that a teacher has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, the teacher is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance. The Board and the Association further agree that special attention and the supportive help and guidance in classroom techniques shall be provided the new teacher.
- D. Therefore, the Administration shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenure teacher, and one (1) for each tenure teacher, provided that only two (2) written evaluations need be made for each non-tenure teacher hired after January 1st of the school year.

- E. Each teacher shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her and the teacher's signature shall not be interpreted as any assent to the contents of the evaluation. No written evaluation may become a part of the teacher's personnel file without the teacher's signature. Further, each teacher shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before being required to sign it.
- F. Evaluation and/or observation conferences shall be arranged at a time mutually convenient to the evaluator and evaluatee within five (5) school days after receipt of the evaluation by the teacher. At such time, the teacher is entitled to have his/her response to the evaluation heard and noted. A teacher may attach a rebuttal to the evaluation. Evaluations will be conducted within the canons of recognized educational evaluation practice and the Laws and Administrative Code of the State of New Jersey. Any disputes concerning the time of the conference shall be resolved by the Superintendent.
- G. The parties agree to fully discuss all elements of the teacher evaluation approach in the District. The Board further agrees to negotiate in good faith over any proposals the Association makes concerning the negotiable aspects of teacher evaluation.
- H.
 - 1. Prior to May 31 of each year, a non-tenured probationary teacher shall receive written notice as to whether or not the administration intends to recommend a renewal of contract for the ensuing year.
 - 2.
 - a. The Board of Education shall give written notice of non-renewal or termination of a non-tenured teacher's contract of employment, in compliance with the timeliness parameters set forth above.
 - b. The teacher affected, may request a written statement of reasons for such non-renewal, within fifteen (15) calendar days, following the receipt of the Board's written notification that such employment will not be offered.
 - c. The Board of Education shall provide written reasons for such non-renewal within thirty (30) calendar days following the receipt of the formal request.
 - d. The teacher may request an appearance before the Board of Education within ten (10) calendar days following the receipt of the Board's reasons for such non-renewal. The appearance before the Board shall be set no later than thirty (30) calendar days following the receipt of the requested statement of reasons. The decision of the Board shall be rendered at the next regularly scheduled Public Board meeting.
- I. Teachers shall be informed of the substance of all complaints acted upon prior to their use in evaluation, and shall have an opportunity to respond thereto.
- J. If results of standardized tests used for evaluating students are used in evaluating teacher performance, such use will be documented in the teacher evaluation report.

K. Personnel Records

1. A teacher shall have the right to review the contents of his/her personnel file at any reasonable time upon written request to the Director of Human Resources. The teacher shall be entitled to have representatives of the Association accompany him/her during such review. No information in a teacher's personnel file will be shared with anyone outside of administrative/supervisory personnel and Board members with legitimate need to know, except name, place of employment, dates of employment, job classification and salary. Additional specified information may be given upon advance written approval of the teacher to the Director of Human Resources. The teacher is entitled to receive copies of any documents in his/her file. The Board may levy a charge for such copying which charge shall bear a reasonable relationship to actual cost. Prior to such examination, any and all communications from a third party regarding employment references shall be removed from the file.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review same. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent or his/her designee and attached to the file copy. This section shall not apply to evaluation procedures contained in this Article 10.
3. If upon examining his/her personnel file the teacher has reason to believe that there are inaccuracies in documents contained therein, he/she may submit a written memorandum to the Director of Human Resources explaining the alleged inaccuracy. If the Director of Human Resources concurs with the teacher's contentions, he/she shall either remove the faulty document or attach the teacher's memorandum to the document in the file and note thereon his/her concurrence with the memorandum's contents. Disputes over alleged inaccuracies of documents in the teacher's file, may be processed through the grievance procedure, commencing at level two. This section shall not apply to evaluation procedures contained in this Article 10.

EMPLOYEE EVALUATION AS TO SECRETARIES AND SUPPORT PERSONNEL

A. Personnel Records

Upon reasonable notice, as scheduled with the Human Resources Office, an employee shall be permitted to examine the employee's personnel file. Prior to the employee's examination of the file, the Director of Human Resources shall remove any documents in the file from third parties that could be construed to be employment references.

- B. Employee performance evaluations shall be conducted in accordance with such policies as established by the Board and in conformity with procedures established after consultation with the Association.
- C. An ad hoc committee shall be formed to review and revise the evaluation instrument for secretaries and support staff.

Article 11
TEACHER EMPLOYMENT

- A. 1. Tenured teachers will automatically be re-employed for the following year unless otherwise notified in accordance with the Administrative Code and statute. Non-tenured teachers will receive notification of renewal of employment for the following year in accordance with NJSA 18A:27-10. Such notification to all shall include:
 - a. School building or annex where duties will be carried out;
 - b. General subject area. Broad base term to be used, e.g. – foreign language, mathematics, etc.;
 - c. Grade level – K, 1-3, 4-5, 6-8, 9-12;
 - d. Salary;
 - e. Term of the contract, including sixty (60) day termination clause mutually applicable to the Board and the non-tenured employee;
 - f. Probable mandated responsibilities beyond the school day;
 - g. The Board will issue teacher contracts or letters of intent on or before June 10th of the school year.
- 2. All time spent in addition to those spelled out in the contractual duties to provide specific student activities shall be classified as extra-curricular duties. All extra-curricular duties shall be filled by volunteers. These duties will be covered by separate contract which will provide appropriate remuneration as set forth in Article 9, Paragraphs F. and G.
- B. Appointments for summer school teaching positions shall be made on or prior to May 15th of each year. At the same time, teachers whose appointments are tentative due to uncertainty in the student population or subject matter requirements will also be notified of possible employment and the order in which they will stand should their services be required. A list of all such appointments will be furnished to all persons concerned and to the Association on or prior to May 15th. Notice of proposed summer school teaching positions, including the duration of same, shall be posted in each school building.

Article 12
LEAVES OF ABSENCE AS TO CERTIFIED STAFF ONLY

A. Sick Leave

1. As of September 1, 1970, all full-time ten (10) month teachers shall be entitled to ten (10) days sick leave per year. All full-time twelve (12) month teachers shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year. Extended year teachers who are paid on Schedules A. 8., A. 9. and A. 10. receive 11 accumulative sick leave days per year.

For employees who work fewer than five (5 days per week, this shall be the sick leave entitlement:

Four days per week	8 days
Three days per week	6 days
Two days per week	4 days
One day per week	2 days

For employees in their first year who join the District on other than a September 1st (for ten month employees) or on July 1st (for 12 month employees), this shall be the sick leave entitlement: one day credited upon hire per full calendar month left in the year. "Year" is defined as July 1 through June 30 for 12 month employees; and September 1 through June 30 for ten month employees.

A "day" is defined as the number of hours which the employee works on his/her regularly-scheduled day.

2. Teachers who teach more than 20 days in an At-Risk Program are entitled to two (2) additional non-accumulative sick leave days. Teachers who teach a 15-20 day At-Risk Program are entitled to one (1) additional non-accumulative sick leave day. Teachers who work on a per diem basis in the summer are not entitled to leave days during the summer.
3. Termination of employment affects cancellation of accumulated sick leave and subsequent re-employment is not cause for regaining the old accumulation, and the person re-employed must begin anew his/her personal illness benefits.
4. The purpose of personal illness benefits is to provide relief in case of personal sickness, personal accident and quarantine. Any other use of sickness allowance is a violation of contract.
5. Continuous personal illness absence of five (5) days or more must be certified to by a properly licensed physician.
6. When a teacher retires from the Cherry Hill School District pursuant to the provisions of the Teacher's Pension and Annuity Fund, such teacher shall be paid at the rate set forth in Schedule E for each day of accumulated unused sick leave

days that have been accumulated as a result of employment in the Cherry Hill School District. At the time of retirement, each accumulated unused sick leave day shall be compensated at the full negotiated per day rate even if the employee is a part-time employee at the time of retirement. If termination of employment is due to death, the teacher's estate shall receive such pay.

7. Notice of Retirement

The employee must provide the District with 90 days' written notice of intention to retire, except in cases of medical or disability retirement. If he/she fails to do so, the payment for unused sick leave will be delayed until July 15th of the second budget year after retirement. This notification is required in order to be eligible for payment for unused accumulated sick leave as set forth in 6. above.

8. Teachers shall be given a written accounting of accumulated sick leave days no later than October 15th of each school year.

B. Temporary Leaves of Absence

As of September 1, 1970, all full-time teachers shall be entitled to the following non-cumulative leaves of absence with pay during each school year:

1. In the event of death in the immediate family an allowance up to five (5) consecutive working days leave shall be granted provided the said working days are taken within the seven (7) consecutive weekdays starting the first day after the death. "Immediate family" shall be husband, wife, child, stepchild, father, mother, father-in-law, mother-in-law, brother, sister, grandchild, any member of the employee's immediate household, and any person over whom the staff member has legal guardianship providing appropriate documentation.
2.
 - a. An allowance of one (1) day shall be granted to attend the services of other relatives of the employee.
 - b. In addition to the one day specifically listed in 2. a. above, teachers shall be allowed to use up to a total two (2) additional days which are deducted from personal leave. The deduction will occur in this order: first from available personal leave from the current year; and, then, from any available unused personal leave from the year immediately preceding the current year.
3. Absence for two days per year may be granted to an employee without reduction in pay for personal business which cannot be performed otherwise than during employment hours. Such absence shall be allowed with the approval of the administration provided that such approval shall not be unreasonably withheld. Except in emergencies, it shall be the employee's responsibility to file the appropriate form with the superintendent five days in advance of the absence. Personal leave will not be granted for the one (1) day preceding or following holiday or vacation period except in emergency cases. The number of unused days in any year shall accumulate for the purposes of

sick leave from year to year, as long as the employment is continuous. For personnel who begin employment February 1st or thereafter, this leave shall be limited to one (1) day. The purpose of personal business days is to allow the teachers to perform such pressing and immediate business that cannot be postponed or performed after employment hours. Any other use of personal business days is a violation of the contract.

For employees who work fewer than five days per week, this shall be the personal leave entitlement:

Four days per week	1.5 days
Three days per week	1 day
Two days per week	.5 day
One day per week	0 days

4. In case of required jury duty, a teacher shall notify his/her immediate supervisor, and shall be allowed time off for jury service. The teacher shall be paid the difference between his/her regular pay and jury pay.
5. An employee shall be granted a paid leave of absence for appearances in any legal proceeding connected with the employee's employment with the school system except in cases where the employee is a plaintiff or defendant. In addition, any other court appearance by an employee may be approved by the Superintendent. This is limited to one (1) day per year. The decision of the Superintendent in this regard is not subject to arbitration under this Agreement.
6. Attendance of staff members at professional meetings is authorized within the framework of the budget, and with the approval of the Superintendent.
7.
 - a. Up to three (3) days for a maximum of three (3) representatives of the Association to attend conferences and conventions of state and national affiliated organizations. The foregoing shall not be utilized to exceed 18 man days per year.
 - b. The Association shall request leave for this purpose and shall promptly pay the Board the salaries of substitutes employed by it to cover the absent teachers' responsibilities.

C. Other leaves of absence, without pay, may be granted by the Board at its discretion.

D. Absences due to snow or inclement weather, when school is in session, are considered personal. Salary deductions will be made accordingly. Any deductions that are made are based on 1/200th of the annual salary for each day's absence. A teacher who has an unused personal day provided for in paragraph B-3 above, may charge such absence due to snow or inclement weather to such personal day, in which case no deduction will be made.

- E. For each period of absence, a teacher will be required to complete and file an appropriate form with the office of the Superintendent, regardless of the nature of the absence and type of leave involved.
- F. In the event a teacher is granted leave without pay for a full school year pursuant to this Article, upon return therefrom, he/she shall be placed on the salary schedule at the next succeeding salary level at which he/she was compensated prior to the commencement of said leave, except a teacher for whom the Board grants a leave of absence for a particular teaching experience claimed at the time the request for leave is made.
- G. A teacher working for the Board at least ninety-two (92) days within any given school year shall receive full credit for that year on the salary guide and a teacher working less than said ninety-two (92) days in any given school year shall not receive credit for that year on the salary guide. Unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to a teacher upon his return from leave of absence.
- H. All initial applications, extensions or renewals of leaves of absence shall be applied for and responded to in writing.

TEMPORARY LEAVES OF ABSENCE AS TO SECRETARIES AND SUPPORT ONLY

A. Types of Leave

Employees shall be entitled to the following temporary leaves of absence with full pay each year.

1. Sick Leave

- a. All employees will receive twelve (12) days paid sick leave per year. The unused days shall accumulate from year to year.
- b. When an employee retires from the Cherry Hill School District after ten (10) years of continuous service pursuant to the provisions of the Teacher's Pension and Annuity Fund or the Public Employee's Retirement System, such employees shall be paid at the rate set in Schedule E for each day of accumulated unused sick leave days that have been accumulated as a result of employment in the Cherry Hill School District. At the time of retirement, each accumulated unused sick leave day shall be compensated at the full negotiated per day rate even if the employee is a part-time employee at the time of retirement. If termination of employment is due to death, the employee's estate shall receive such pay. Continuous personal illness absence of five (5) days or more must be certified to by a properly licensed physician.

c. Notice of Retirement

The employee must provide the District with 90 days' written notice of intention to retire, except in cases of medical or disability retirement. If he/she fails to do so, the payment for unused sick leave will be delayed until July 15th of the second budget year after retirement. This notification is required in order to be eligible for payment for unused accumulated sick leave as set forth in b. above.

2. Personal

Absence for two (2) days per year shall be granted to an employee without reduction in pay for personal business which cannot be performed otherwise than during employment hours. Such absence shall be allowed with the approval of the administration provided that such approval shall not be unreasonably withheld. Except in emergencies, it shall be the employee's responsibility to file the appropriate form with the Superintendent five (5) days in advance of the absence. Personal leave will not be granted for either of the one (1) day preceding or following holiday or vacation period except in emergency cases. The number of unused days in any year shall accumulate for the purposes of sick leave from year to year, as long as the employment is continuous. For personnel who begin employment February 1st or thereafter, this leave shall be limited to one (1) day. The purpose of personal business days is to allow the employee to perform such pressing and immediate business that it cannot be postponed or performed after employment hours. Any other use of personal business days is in violation of the contract.

For employees who work fewer than five days per week, this shall be the personal leave entitlement:

Four days per week	1.5 days
Three days per week	1 day
Two days per week	.5 day
One day per week	0 days

3. Conference Days – Secretaries

a. Up to twelve (12) employee days for the Association per year shall be allowed for employees to attend conferences and conventions of State or National affiliated organizations.

Substitutes shall be compensated one-half by the Board and one-half by the Association.

b. Two (2) days for the purpose of attending the annual N.J.E.A. Convention.

4. Conference Days – Support

Up to nine (9) employee days per contract year shall be allowed for employees to attend conferences and conventions of State or National affiliated organizations. Request for attendance shall be made to the School Business Administrator. Substitutes shall be compensated one-half by the Board and one-half by the Association when attendance is requested by the employee or Association.

5. Legal

An employee shall be granted a paid leave of absence for appearances in any legal proceeding connected with the employee's employment with the school system except in cases where the employee is a plaintiff or defendant. In addition, any other court appearance by an employee may be approved by the Superintendent. This is limited to one (1) day per year. The decision of the Superintendent in this regard is not subject to arbitration under this Agreement.

6. Other Leaves

Other leaves of absence with or without pay may be granted at the discretion of the Board.

B. Leaves taken pursuant to Section A. 1 above shall be in addition to any sick leaves to which the employee is entitled.

C. Funeral Leave

1. In the event of a death in the immediate family, an allowance of up to five (5) days leave with pay shall be granted. "Immediate family" shall be spouse, child, stepchild, father, mother, father-in-law, mother-in-law, brother or sister, grandchild, any member of an employee's immediate household, and any person over whom the staff member has legal guardianship providing appropriate documentation.
2.
 - a. An allowance of one (1) day with pay shall be granted to attend the services of other relatives of the employee.
 - b. In addition to the one day specifically listed in 2. a. above, secretaries and support shall be allowed to use up to a total two (2) additional days which are deducted from personal leave. The deduction will occur in this order: first from available personal leave from the current year; and, then, from any available unused personal leave from the year immediately preceding the current year.

EXTENDED LEAVES OF ABSENCE - SECRETARIES AND SUPPORT

A. Workers' Compensation

Whenever any employee, entitled to sick leave under this Agreement, is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of employment, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the accumulated sick leave provided in this Agreement. Salary or wage payments provided herein shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workers Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee as provided herein shall be reduced by the amount of any workers compensation award made for temporary disability.

B. Good Cause

Other leaves of absence, with or without pay, may be granted by the Board at its discretion.

C. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A or B of this Article, an employee shall be considered as if the employee were actively employed by the Board during the leave and shall be placed on the salary and vacation schedule at next succeeding level the employee was compensated at prior to commencement of said leave.

2. Benefits

Unused accumulated sick leave, personal days and vacation days to which an employee was entitled at the time the leave of absence commenced shall be restored to said employee upon return to work; provided however, sick leave days, personal days and vacation days shall not accrue during the leave of absence.

D. All initial applications, extensions or renewals of leaves of absence shall be applied for and responded to in writing.

EXTENDED LEAVES - ALL EMPLOYEES

A. Extended Disability Leave

1. Due to a medical disability, an employee shall be granted an extended leave of absence without pay (subject to paragraph 4 hereof) if any one of the following conditions exist:

- a. A notable and substantial decrease in work performance;
 - b. The production of a certification from a medical doctor that the employee is medically unable to continue to work.
2. The Board shall have the right to have such an employee examined by its own physician and in the event of a disagreement between the Board's physician and the employee's physician on such ability or inability, the question shall be referred to a physician engaged at the joint expense of the employee and the Board for final and binding resolution.
3. In the event of pregnancy, the health of the child, either perspective or otherwise, shall be considered when making the determination of whether the employee is medically able to continue to work.
4. During the period of the employee's personal medical disability, accumulated sick leave benefits in accordance with Section A. 1. above shall be paid until such benefits are exhausted or the personal medical disability has terminated.
5. When the seeking of an extended leave of absence for medical disability can be anticipated, an employee shall file a written request for such leave with the Superintendent or his/her designee at least thirty (30) days in advance of the anticipated date on which said leave is to commence.

The request shall specify therein the date upon which, subject to medical confirmation, the employee proposes to return. Upon the termination of the medical disability, (subject to paragraph 3 above) the employee shall return to work, resign, retire or apply for other leave. In the event of disagreement, the date of said termination shall be established as set forth in paragraph 2 above.

6. Applications for extended medical disability shall not be granted beyond June 30 of the current school year. In the event an employee wishes to continue on extended medical disability for all or part of the ensuing school year, an application for such status shall be made during the month of June accompanied by appropriate medical certification and shall be granted by the Board. In the event the continued extended medical disability is for a part of the ensuing year and there is a change in the employee's medical status during the school year, the Board shall, upon submission of an additional application and appropriate medical certification, make appropriate changes in said leave. In the event of a question concerning the certification it shall be resolved in accordance with paragraph 2 above.
7. This section shall not be construed to require the Board to grant tenure to any non-tenured teacher or secretary who has not been granted tenure in the absence of this contract or to offer a contract for a new school year for any employee who would not otherwise have been offered such a contract.

B. Child-Rearing Leave

An employee may make application to the Board for a child rearing leave of absence. Upon application, said leave shall be granted by the Board for a period not to exceed one (1) calendar year from the date of birth of the child. The date of requested return by the employee may be adjusted by the Board, in its discretion, to commence in January or September following the end of the requested leave.

MISCELLANEOUS - ALL EMPLOYEES

All employees are expected to report for work on every workday designated by the official school calendar unless properly excused. Unexcused absences are to be treated as acts of insubordination and may be constituted as cause for dismissal.

Article 13
PROMOTION AS TO CERTIFIED STAFF ONLY

- A. A notice of vacancy for any position for which a teacher may qualify shall be sent to each school, and a copy shall be sent to the Association fifteen (15) days before the final date any applications must be submitted, except in the case of acting positions, notice shall be sent seven (7) days before the final date any applications must be submitted. The notice of vacancy shall clearly set forth the position, its qualifications, its duties and the rate of compensation. It is understood that the qualifications for any such position shall not be changed while applications therefore are pending.
- B. When there is a vacancy for any position for which a teacher may qualify, all qualified teachers shall be given an opportunity to make application for such position. The Board agrees to give due consideration to the professional background and qualifications of all applicants and other relevant factors. The Association will be notified of the identity of the person for the position within sixty (60) days of the last day for the filing of applications, or if the position has not been filled within that period, of the reason for the delay. This paragraph shall not apply to co-curricular activity positions.
- C. Schedule B and C Vacancies
 - 1. When there is a vacancy in any position on Schedules "B" and "C" attached hereto, notice of said vacancy shall be advertised in the building in which said vacancy exists.
 - 2. Vacancies in any position in Schedule "B" shall be advertised in all schools in the district, and mailed to the Association, if not filled as a result of advertising in C. 1.
 - 3. During summer recess if any vacancy exists in any position in Schedule "B", the vacancy shall be posted on the Bulletin Board at Central Administration building and a copy mailed to the Association.

Article 14
BOARD'S FUNCTION AS TO CERTIFIED STAFF ONLY

Except as limited by the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and all other functions as are normally and customarily exercised by boards of education in the management of the affairs of the school district.

Article 15
SCHOOL CALENDAR AS TO CERTIFIED STAFF ONLY

A. Effective July 1, 2003, the in-school work year of teachers employed on a ten (10) month basis shall not exceed 187 days, with a maximum of 182 instructional days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

During the period from September 1 through June 30 each year, psychologists shall work the teacher work year as defined in Article 15, A. If a psychologist is assigned to work on any other day during this period, he/she shall be paid at his/her per diem salary for each day worked.

B. In addition to A. above, LDTC's, social workers, colleague teachers, instructional support specialists, and psychologists shall work an additional 20 work days.

In addition to A. above, facilitators and other positions approved by the Board shall work up to an additional 20 work days. These positions shall be posted by April 1 for the succeeding July 1 through June 30 school year.

1. These positions shall be entitled "Extended Year Teachers".
2. The scheduling of the additional days shall be developed by the employee and his/her immediate supervisor in order to meet the needs of the District and the employee.
3. Compensation for these individuals shall be as per Schedules A. 8., A. 9. and A. 10.
4. Payment shall occur as follows: individuals shall receive five percent (5%) of their salary figure as stated in Schedules A. 8., A. 9. and A. 10., on the last District pay day prior to August 1; and, an additional five percent (5%) on the last District pay day prior to September 1. Thereafter, these individuals shall receive payment of the remaining 90% of the annual salary over the remaining paychecks in the year.

C. New Teachers

1. Effective July 1, 2001, new personnel may be required to attend up to five (5) additional days over the work year set forth in A. above during their first work year. These additional days shall be for orientation and in-service purposes.

2. Effective July 1, 2002, teachers who are beginning their second full year with the District and who had less than five (5) years of prior teaching experience upon initial hire in the District may be required to attend up to two (2) additional days over the work year set forth in A. above during their second work year. These additional days shall be for orientation and in-service purposes.
3. Effective July 1, 2013, new personnel hired on or after July 1, 2013, may be required to attend up to seven (7) additional days over the work year set forth in A. above during their first work year. These additional days shall be for orientation and in-service purposes.
4. Effective July 1, 2013, teachers who were hired on or after July 1, 2013, and who are beginning their second full year with the District and who had less than five (5) years of prior teaching experience upon initial hire in the District shall be required to attend up to three (3) additional days over the work year set forth in A. above during their second work year. These additional days shall be for in-service purposes.
5. During one of these days, the CHEA may utilize up to three (3) hours for Association business.

Article 16

TRANSFER OF PROFESSIONAL PERSONNEL AS TO CERTIFIED STAFF ONLY

The transfer of professional personnel would normally take place at the request of a staff member. Circumstances could exist, however, where the need for administrative action was indicated.

- A. A request for transfer will be granted if:
 1. A vacancy exists.
 2. The qualifications of the staff member involved meet the requirements of the available position in terms of professional preparation, experience and certification.
 3. The qualifications of the candidate meet the requirements of the available position and are superior to those of all other candidates.
- B. In granting a request for transfer, one or more of the following criteria will be applicable:
 1. Transfers are needed to assure a well-balanced staff in terms of professional qualifications and experience. In the case of a new school, experienced personnel may be needed to permit an effective implementation of the educational program and staff stability.

2. The assigned school cannot make effective use of the particular qualifications of the candidate.
 - a. Resignations may have created an imbalance of teachers best equipped to meet the particular needs of an instructional program at a particular grade level or for a specific ability group.
 - b. Additional professional preparation has qualified a candidate for a specialized area such as guidance.
3. Transfer includes a potential for advancement.
4. Enrollment decrease necessitates a reduction in staff.
5. A transfer would be in the best interests of the individual and/or the school. A personality conflict may exist that does not permit a reasonable solution and has an undesirable effect on the instructional program.

C. Procedure for Processing Transfer Requests

1. Four copies of the Transfer Request Form and a completed updated application shall be submitted to the building principal by the staff member requesting transfer.
2. The building principal shall add his/her recommendation and shall include the reasons for his/her decision to approve or disapprove the request.
3. The completed request and application shall be forwarded to the offices of the Director of Human Resources for endorsement.
4. The Director of Human Resources shall acknowledge the receipt of a transfer request and, in the case of disapproval, advise the transfer candidate of the reasons for the action. A copy of the letter shall be sent to the building principal.
5. A copy of the request, together with the new application, shall be forwarded to the receiving principal for personnel approved for transfer consideration. A copy also shall be sent to the Human Resources Office to advise that office of the staff member's candidacy.
6. The receiving principal will schedule an interview with the transfer candidate as soon as possible and advise the Director of Human Resources of his/her decision in writing.
7. The Director of Human Resources shall inform the transfer candidate of the final decision and advise the Human Resources Office and the principals concerned of the successful candidates.

D. Step 1. Procedures prior to initial posting of vacancies

- a. The administration shall place on a RIF list all non-tenured personnel except in those positions where assignments are known due to specialized certification.
- b. Notification of involuntary transfers into known vacancies will take place prior to the district's initial posting of vacancies.
- c. If a teacher is reassigned from one grade to another within the building, principals should make every attempt to advise the affected teacher prior to the end of the transfer period so that she/he may have the opportunity to post for other positions within the District if she/he so chooses.
- d. Teachers who are involuntarily transferred either within the current school (i.e. different grade level) or to another school shall be verbally given the educational reason for the forced transfer.

Step 2. Posting of list of known vacancies as agreed upon by administration and the Association.

Step 3. Receive transfer requests from tenured personnel. All requests must be submitted within the agreed transfer period. If vacancies occur after the transfer period, any certified staff may apply and shall be considered for such position.

Step 4. Tenured teachers requesting transfers, tenured teachers transferred due to RIF (volunteers and non-volunteers) and tenured teachers who are returning from leaves of absence will be considered for placement in positions that are available as of the initial posting.

- a. All tenured teachers who have put in a transfer request and possess proper credentials must be interviewed for the position for which they applied.
- b. All teachers have the opportunity to be considered for any openings for which they are qualified within their current school before any interviews with tenured staff from other schools are conducted, if at all possible.

Step 5. Non-tenured personnel who were on the RIF list (#1 above) will be considered for open positions.

Step 6. Tenured teachers who have requested transfer will continue to be considered for vacancies that occur up through August 15th.

Step 7. The Association will be sent a list of known vacancies as of the initial posting and July 30th.

- E. When a teacher is to be transferred due to a reduction in the number of teachers in a school or to fill a vacancy which occurs during the school year, every effort will be made to secure a volunteer who can meet the criteria provided for above.

INVOLUNTARY TRANSFER AND REASSIGNMENTS
AS TO SECRETARIES AND SUPPORT ONLY

Notice and reasons for an involuntary transfer or reassignment shall be given to employees by the immediate supervisor, as soon as possible prior to Board action on the same.

Article 17
INVOLUNTARY REDUCTION OF CERTIFIED STAFF ONLY

- A. The Association's President shall receive written notice of the layoff before notification is given to any of the individual teachers affected.
- B. The Association shall be supplied at all times with an accurate list of all personnel who are currently on layoff.
- C. If a reduction becomes necessary, a layoff list shall be established on or before May 1st of each school year and an individual's name shall be retained on the list until September 15th of the next succeeding calendar year.

NON-RENEWAL OF EMPLOYMENT AS TO SECRETARIES AND SUPPORT ONLY

- A. An employee who has received a notice of non-renewal of employment may, within five (5) calendar days thereafter, request in writing a statement of reasons for such non-renewal from the School Business Administrator which shall be given to the employee within ten (10) days after receipt of such request.
- B. Said employee may request in writing an informal appearance before the Board provided a written request for same has been received in the office of the Secretary of the Board within five (5) days after receipt by the employee of the statement of reasons.
- C. The appearance before the Board shall not be an adversary proceeding but shall be for the purpose of convincing the Board to offer re-employment.
- D. The Board shall exercise its discretion in determining a reasonable length of time for the proceeding.
- E. The Board shall provide adequate written notice to the employee of the date, time and place of the informal appearance.
- F. The employee may be represented by counsel or one representative of the employee's choosing.

G. Within three (3) days following the informal appearance, the Board shall notify the affected employee in writing of its final determination.

Article 18
CLASS SIZE

- A. The Board and the Association recognize that overcrowded classrooms are detrimental to the educational process, and that reduction of class size is an important step toward solution of this problem.
- B. The Board will make every effort to establish and maintain appropriate class size.
- C. Problems relating to class size shall be the subject for discussion by the Association-Administration Liaison Committee.

Article 19
CURRICULUM DEVELOPMENT

- A. Should the Board finance the development or revision of a course of study, the decision shall be made by the Superintendent and/or administration relative to the skills, abilities and talents of the teachers involved.
- B. Adequate notice of all such development or revision shall be given to the Association prior to such undertaking so that teachers can make application to become involved.
- C. Teachers involved shall function on released time, or if hours are spent in work beyond the thirty-five (35) hours work week herein otherwise provided for, teachers shall be paid at the rate set forth in Schedule E.
- D. Alleged violations of the above shall be subject to Article 3 hereof.

Article 20
MEDICAL PLAN

- A. Health and Hospitalization Insurance
 - 1. Effective July 1, 1999, all otherwise-eligible employees shall be enrolled in the Blue Cross-Blue Shield PPO program at Board cost. The Blue Card PPO shall not contain the Green Springs option. Said employees may elect to enroll in any other available plan. If the premium cost of any other plan chosen by the employee exceeds that of the Blue Cross-Blue Shield Blue Card PPO plan, the employee shall pay that difference by pay deductions spread over the year under procedures established by the Administration.
 - 2. In addition to available HMO's, eligible employees may enroll in the PACE program. There shall be no duplicating of coverage for psychologists (viz. if psychologists spouse has a medical plan, either for himself/herself and/or dependents, the Board will not be required to duplicate such coverage).

3. Effective as soon after mutual ratification of the 2004-2007 Agreement as possible, the doctor's visit co-pay shall be \$15.
4. New Employees:
 - a. All new employees hired on or after the date of ratification of the 1996-1998 Agreement who otherwise qualify for insurance based upon D. below shall receive single coverage for the first three (3) years of employment in the Blue Cross-Blue Shield Blue Card PPO plan.
 - b. Effective July 1, 2002, the Board shall contribute 100% of the single premium for all new employees otherwise eligible for insurance under D. below and who are in their first three years of employment with the District. The Board shall also contribute 25% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her first year of employment; 50% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her second year of employment; and, 75% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her third year of employment. A "year of employment" is defined to mean twelve months commencing on the first day of work for a first day teacher, or the first anniversary date of initial employment or the second anniversary date of initial employment, as relevant.
Effective July 1, 2011, the requirement that third year teachers pay 25% of the cost of their enrollment above single is eliminated.
 - c. On the first of the month following the third anniversary of initial employment, he/she shall be eligible for any level of Blue Cross-Blue Shield Blue Card PPO enrollment for which he/she is eligible, at full Board cost.
5. Effective no earlier than November 1, 2010, the carrier for health/hospitalization insurance shall be the School Employees Health Benefits Program.
6. With 90 days written notice to the Association by the Board, the health/hospitalization coverage provided by the Board to eligible employees may be changed to either: a) a plan with identical benefits as SEHBP, or b) a plan which has benefit levels identical to the Horizon PPO, which was in place immediately before the shift to the SEHBP. The District shall also offer employees an HMO which has benefit levels identical to the Aetna HMO which was in place immediately before the shift to the SEHBP. Should the HMO premium exceed the Board contribution to health hospitalization under J below, the employee shall pay the premium difference. Effective the date of a shift from SEHBP, these shall be the only plans available to eligible employees.

B. Prescription Insurance

Effective as soon after mutual ratification of the 2004-2007 Agreement as possible, the employee co-payment shall be \$20 for brand-name drugs; \$10 for generic drugs; and one co-payment (\$20 for brand-name drugs; \$10 for generic) for a 90 day supply by mail-order.

The Board may change the prescription carrier to the SEHBP plan with the lowest patient employee co-pays.

C. Dental Insurance

1. The Board shall provide to an eligible employee and his/her dependents a dental plan as agreed to by the parties.
2. All eligible employees shall be enrolled in the "01" plan.
3.
 - a. The dental plan shall have a \$25 individual annual deductible to a maximum of \$75 annually per family. This deductible is waived for preventive services.
 - b. The Board shall offer the Delta Advantage dental plan with a \$1,800 maximum annual benefit.
 - c. Effective January 1, 2002, the maximum benefit level per year per patient shall be \$3,000.
 - d. Effective on the date when SEHBP is effective under A. 5 above, the orthodontic limit (lifetime) shall be \$2,000.

D. "Eligible employee" in A., B. and C. above, as applied to employees employed prior to July 1, 1995, is defined by practice.

New employees hired on or after July 1, 1995, must work half time or more in order to be eligible for Board-approved health insurance under his Article.

E. Since all medical plans are limited in duration, the parties hereto shall participate jointly in selecting health benefits carriers.

F. Effective on the first of the month which is at least 30 days after mutual ratification of the 1998-2001 Agreement, the Board shall provide a Section 125 HSA account approach which allows voluntary participation by employees.

G. There shall be a voluntary waiver incentive plan for insurances under A., B. and C. above. An incentive payment will be made to the employee in the amount of 30% of the relevant premium the Board would have been required to pay under A., B. and C. The waiver period shall be January 1 through December 31. The payment will be made upon the close of the insurance year. Details of the plan appear in Appendix 3.

- H. Effective on July 1, 2002, there shall be an Employee Assistance Plan for all employees. The maximum Board contribution to such a plan shall be \$35.00 per eligible employee.
- I. Effective with the mutual ratification of the 2004-2007 Agreement, the parties agree to discontinue the practice of providing District paid dental and prescription insurance to employees who are on unpaid leaves of absence.
- J. Vision Plan

Effective on the date when SEHBP is effective under A. 5 above, the Board shall provide the benefits described in the VSP eye care plan handout which was shared with the Association during the negotiations for a 2009–2012 Agreement.

- K. Long-term Teacher Substitutes

No insurance benefits will be provided under a long-term substitute assignment.

Article 21 **FACILITATORS**

- A. The annual stipends for Facilitators are set forth in Schedule E.
- B. Area facilitators shall receive 1/200th of their annual salary for each day of summer work which is performed.
- C. The Board shall annually consider on a case-by-case basis additional release time for department facilitators in those circumstances where conditions such as department size or special curriculum needs warrant.

Article 22 **COMPLAINT PROCEDURE AS TO SECRETARIES AND SUPPORT ONLY**

- A. The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of any complaint made to any member of the administration by any parent, student or other person, and they shall attempt an informal resolution of the same. At the request of the employee, the employee shall have the right to be represented by the Association at this or any meetings or conferences regarding said complaint. If a request for representation is not made at the informal meeting and it proceeds, any grievance arising out of the resolution of the complaint at the informal level shall not be subject to arbitration.
- B. Other than material addressed to the employees, no material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee had the opportunity to review such material. The employee shall acknowledge such material by affixing the employee's signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. In the event an employee

refuses to sign the material then an Association representative shall acknowledge in writing that the employee has seen the material and has refused to sign the same. This acknowledgment shall be inserted in the employee's personnel file. The employee shall also have the right to submit a written answer to such material and the employee's answer shall be reviewed by the Superintendent and attached to the file copy.

Article 23

PROTECTION OF EMPLOYEES AS TO SECRETARIES AND SUPPORT ONLY

- A. An employee may use reasonable force as is necessary to protect himself/herself from attack. In the absence of a certificated person or special officer, an employee may use reasonable force to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil. Special officers shall defer to certificated persons when requested.
- B.
 - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
 - 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

Article 24

EMPLOYEE EQUIPMENT AND EXPENSES AS TO SECRETARIES ONLY

All employees shall be provided with the appropriate equipment necessary to do a high quality of work.

- A. Expenses incurred by the employees that are subject to reimbursement by the Board shall be paid upon prior approval by the immediate supervisor and School Business Administrator/Board Secretary.
- B. When Association employees are called upon to use their privately owned vehicles, they will be reimbursed for their mileage at the rate established in the then current Board policy upon submitting a proper voucher.

Article 25

EXPENSES AS TO SUPPORT ONLY

- A. Expenses incurred by the employees that are subject to reimbursement by the Board shall be paid upon prior approval by the immediate supervisor and School Business Administrator/Board Secretary.

B. When unit employees are called upon to use their privately owned vehicles, they will be reimbursed for their mileage at the rate established in the then current Board policy upon submitting a proper voucher.

Article 26 **TUITION REIMBURSEMENT**

A. **TEACHERS**

Teachers who take certain graduate level courses shall be eligible to receive reimbursement for the tuition costs associated with the course(s) according to the following provisions:

1. a. Maximum District annual cost: \$110,000.
b. Maximum annual reimbursement per teacher: \$1,000
2. In order to be eligible for reimbursement: 1) the graduate level course must be directly related to the assignment of the teacher at the time the course is taken, (except see 3. below); 2) it must be in a traditional, in-classroom course (except, see 4. below); 3) the course must be approved by the Superintendent or his/her designee in writing before registration; 4) the teacher must obtain a grade of B or better in the course; and, 5) the District must obtain a copy of the official transcript and proof of the tuition cost of the course(s) prior to June 30th.
3. The Superintendent or his/her designee may approve a course or courses that are not directly related to the assignment of the teacher at the time the course is taken if, in his/her discretion, it is deemed that the course will be of value to the District. The Superintendent or his/her designee may also approve undergraduate courses necessary to meet ESEA (Elementary and Secondary Education Act) requirements. The Superintendent's denial is grievable but not arbitrable.
4. In addition to traditional, in-classroom courses, tuition reimbursement under this Article may be available to teachers for college-sponsored graduate-level non-classroom courses such as video courses, Internet courses and other non-traditional courses. Such a course may be approved by the Superintendent or his/her designee when, in his/her discretion, it is deemed that the course will be of value to the District.
5. The Superintendent's determinations as to the direct relationship of the course to the assignment of the teacher at the time the course is taken under 2. above, and to the value of courses under 3. and 4. above are not grievable.
6. If the terms of 2. are met, the Board shall make tuition reimbursement payments before the end of the August following when the course was successfully completed.

7. If all tuition reimbursement claims under this provision exceed the cap set forth in 1. a. above, all claims shall be pro-rated. For example, if the cap set forth in 1. a. above can cover 95% of all claims under 2. above, all individual claims will be reimbursed at 95% of the claimed amount, up to the maximum set forth in 1. b. above.
8. Reimbursement may not exceed the cost of the course.
9. All courses must meet the requirements of relevant statutes and the Administrative Code.
10. A unit member who receives reimbursement and who then leaves the District's employment within two (2) years of the receipt of the reimbursement, except in a retirement situation, a separation due to disability, death, or a reduction-in-force shall reimburse the District 100% of that reimbursed amount within the first year after receipt of the reimbursement, and 50% in the second year after receipt of the reimbursement. The application form for reimbursement shall contain an acknowledgement by the applying unit member that the provisions of the prior sentence are in effect and that the unit member shall reimburse the District pursuant to it, and that the above monies may be withheld from the final paycheck(s) of the departing unit member. Any money reimbursed shall be placed back in the pool for tuition reimbursement above the allocated amount in the year in which it is received.

B. **SECRETARIES AND SUPPORT STAFF**

Effective July 1, 2005, there shall be a tuition reimbursement program for secretaries and support staff. Courses to be reimbursed shall include graduate courses, undergraduate courses (both requiring a grade of B or better) and continuing education. The parties shall work out prior approval procedures. The per employee annual reimbursement limit is \$750. Effective July 1, 2006, the annual maximum payment for all secretaries and support staff shall be \$15,000.

Article 27

MISCELLANEOUS PROVISIONS AS TO CERTIFIED STAFF ONLY

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by fax or e-mail or certified letter at the following addresses:

1. If by Association, to Board at:

45 Ranoldo Terrace
P.O. Box 5015
Cherry Hill, New Jersey 08034
2. If by Board, to Association at:

President
Cherry Hill Education Association
1998 Springdale Road, Suite 104
Cherry Hill, New Jersey 08003

C. In case of an accident to an employee while on duty, no matter how slight, it is necessary to notify the immediate supervisor without delay, and then give in writing the details of the accident or injury. The paid absence of an employee due to injury which is compensable under the New Jersey Worker's Compensation Act shall be subject to deduction of such payments as may be made by the insurance company for loss of wages.

D. The Board of Education will pay reasonable expenses, fees, meals, lodging and transportation incurred by teachers who attend sessions which are required and/or requested by the Cherry Hill School District. This paragraph shall not apply to the New Jersey Education Association Convention.

E. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, and assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, domicile, or marital status, age or sex.

F. Any individual contract between the Board and an individual teacher, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

G. Beginning of school year orientation of teachers shall be scheduled to provide a uniform normal lunch break for all new professional staff members.

H. The Board of Education will maintain an up-to-date, district-wide seniority list of all tenured members of the bargaining unit, which will be available in the Human Resources Office for examination by the Association. Such list shall be consistent with law and/or N.J.A.C. 6:3-1.10.

MISCELLANEOUS PROVISIONS AS TO SECRETARIES AND SUPPORT ONLY

- A. If any provision, or any application thereof, of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- C. Dues shall be deducted in accordance with N.J.S. 52:14-15.9 (e) as it may be amended or supplemented.

MISCELLANEOUS PROVISIONS AS TO SECRETARIES ONLY

Withholding an Increment

The provisions of N.J.S.A. 18A:29-14 and all interpretations of it by the Commissioner of Education, the State Board of Education and the Courts of the State of New Jersey shall be a term and condition of employment between the parties hereto. The Board shall have the right to withhold an increment from an employee and the employee shall have the right to appeal such action.

MISCELLANEOUS PROVISIONS AS TO ALL EMPLOYEES

CHEA unit members shall get the same SACC discount as employees working in the SACC program receive.

ARTICLE 28 TERMS AND CONDITIONS OF EMPLOYMENT OF TECHNOLOGY EMPLOYEES

A. WORK YEAR

Employees work a 12 month work year.

B. WORK WEEK

Employees work Monday through Friday.

C. WORK HOURS AND OVERTIME

Employees work an eight (8) hour day. Employees shall be scheduled by the immediate supervisor. Overtime payments are governed by Article 8, WORK SCHEDULE AS TO SUPPORT ONLY, B.

D. HOLIDAYS

Holidays are governed by the holiday schedule each year for "non-affiliated other" employees.

E. VACATION

The vacations for Technology employees are governed by the terms of Board Policy 4252.

F. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of these employees are governed by the contract terms set forth for Support Employees, or All Employees, unless modified by the contents of this Article.

Article 29
AGENCY FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C.1. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in C.1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security number, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death

D. Indemnification

1. The CHEA shall indemnify and save harmless the Board against any and all claims, demands, suits, judgments, settlements, or any other forms of liability including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, including but not limited to, any actions in connection with defending the legality of this indemnification provision.

- a. Neither the Board nor the CHEA will challenge the legality of indemnification provisions of this Article. In the event this indemnification of the Board by the CHEA is challenged in any forum by any person or entity, the Board and the CHEA agree to defend the legality of the indemnification provision. In the event that this indemnification provision is deemed to be illegal or against public policy by any court or administrative agency or competent jurisdiction, then effective the date on which the CHEA no longer remits payments to the Board as provided herein above, the CHEA agrees it will eliminate the representation fee in effect at this time.
- b. The Board shall retain its right to determine its course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of this Article.
- c. The indemnification provisions of this Article shall continue during any extension of this Agreement or during any period in which the CHEA is collecting representation fees in accordance with this Article.

Article 30
DURATION OF AGREEMENT

A. Unless otherwise provided herein, this Agreement shall be effective as of July 1, 2012, and shall continue in effect through June 30, 2014, subject to the Association's right to negotiate a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

CHERRY HILL EDUCATION ASSOCIATION

By, President

Date: _____

BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

By , President

Date: _____

APPENDIX 1
SIDE BAR AGREEMENTS AS TO TEACHERS ONLY

1. On a non-contractual basis, the Board will continue its policy of giving consideration to the promotion of teachers in its employ to administrative positions. This is not to be construed as a waiver by the Board of its management functions nor as a commitment that it will not hire administrative personnel from the outside should it determine that the best interests of the district require such action.
2. The Board shall allocate annually to each elementary school the sum of \$100, to each middle school the sum of \$300, and to each high school the sum of \$500, to be used for a professional library.
3. Following a medical leave of absence or a child rearing leave, it is anticipated that the teacher will return to employment in his/her original position if feasible, or be assigned to a position within the scope of the teacher's certification. Nothing in the foregoing shall deprive the Board or the employee of rights granted under law.

APPENDIX 2
ADDENDUM TO SCHEDULE A AS TO TEACHERS ONLY

If the holding in In re Neptune, 144 N.J. 16 is reversed by the Court or legislative action, and in the event the Board and the Association do not reach agreement for a successor contract for the 2012-2013 school year prior to July 1, 2012, and the salary schedule attached hereto as Schedule A must, by operation of law, be implemented temporarily for the 2012-2013 school year, each teacher shall receive a salary increase equal to his/her percentage increment on Schedule A; provided however, no teacher shall receive a salary increase greater than 4.76%. The limitation of advancement of a teacher on the salary schedule as a result of this restraint shall not result in the addition of another guide step. This language is suspended upon the expiration of the 2012-2014 Agreement.

APPENDIX 3
INCENTIVE PLAN CONCEPTS

As long as the District is covered by SEHBP for health/hospitalization and prescription insurance, the following language is not applicable to those coverages.

1. Which employees are eligible for this incentive?

Employees who are eligible to receive any enrollment level above single for any of the insurances under Article 20, A., B. and/or C.

2. Is the Incentive Plan voluntary?

Yes. No employee must participate if she or he chooses not to do so.

3. What is the purpose of the Plan?

The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage.

4. What is the "Incentive" portion of the Plan?

Employees who are eligible for any enrollment and who waive all coverage for any of the three types of insurance for a full calendar year shall receive the percentage set forth in Article 20, G.

5. May an employee waive only one type of insurance and not others?

Yes.

6. May an employee who has no other health/hospitalization coverage waive the health/hospitalization coverage?

No. Such a waiver will not be allowed. An employee waiving coverage under A. (health/hospitalization) must provide proof of alternative coverage or the waiver will not be allowed.

7. May an employee who has no other dental or prescription coverage waive any or all of those coverages?

Yes.

8. If an employee waives coverage, may he/she re-enroll?

Yes, but only at the open enrollment periods, subject to carrier rules. The only exception is that if a spouse's health/hospitalization coverage (Article 20, A.) is terminated during an insurance year, the employee may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, no incentive payment will be made to the employee for that year.

9. What happens to the waiver payment if the employee re-enrolls on other than a January 1st?

No incentive payment will be made for that insurance for that year.

10. If an employee waives coverage for an entire year, may he/she re-enter the plans on the next open enrollment date?

Yes.

11. When do employees receive their incentive payment?

The payment shall be made upon the close of the calendar year in which the waiver occurs.

12. How does an employee sign up for this Plan?

Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.

13. Are there any other matters which the parties must attend to with respect to this issue?

Yes. In order, to protect all employees from Federal and State taxation of existing benefits if this plan is in effect, the District is setting up a Section 125 account. Note that employees who receive such a waiver incentive are subject to normal Federal and State withholding on such payment.

Schedule A-1
TEACHERS' SALARY GUIDE
2012-2013

STEP	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
11-12	12-13							
***	1	46277	47422	48566	50398	52229	54289	56920
1	2	46477	47622	48766	50598	52429	54489	57120
2	3	46677	47822	48966	50798	52629	54689	57320
3	4	46887	48032	49176	51008	52839	54899	57530
4	5	47460	48605	49749	51581	53412	55472	58103
5	6	48147	49292	50436	52268	54099	56159	58790
6	7	48832	49977	51121	52953	54784	56844	59475
7	8	49749	50894	52038	53870	55701	57761	60392
8	9	50778	51923	53067	54899	56730	58790	61421
9	10	51923	53068	54212	56044	57875	59935	62566
10	11	53181	54326	55470	57302	59133	61193	63824
11	12	56729	57874	59018	60850	62681	64741	67372
12	13	61765	62910	64054	65886	67717	69777	72408
13	14	67258	68403	69547	71379	73210	75270	77901
14	15	73438	74583	75727	77559	79390	81450	84081
15	16	80076	81221	82365	84197	86028	88088	90719
16	16A	85512	86657	87801	89633	91464	93524	96155
17	17	90948	92093	93237	95069	96900	98960	101591

Schedule A-2
TEACHERS' SALARY GUIDE
2013-2014

STEP	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
12-13	13-14							
***/1	1	48377	49522	50666	52498	54329	56389	59020
2	2	48577	49722	50866	52698	54529	56589	59220
3	3	48777	49922	51066	52898	54729	56789	59420
4	4	48987	50132	51276	53108	54939	56999	59630
5	5	49560	50705	51849	53681	55512	57572	60203
6	6	50247	51392	52536	54368	56199	58259	60890
7	7	50932	52077	53221	55053	56884	58944	61575
8	8	51849	52994	54138	55970	57801	59861	62492
9	9	52878	54023	55167	56999	58830	60890	63521
10	10	54023	55168	56312	58144	59975	62035	64666
11	11	55281	56426	57570	59402	61233	63293	65924
12	12	58829	59974	61118	62950	64781	66841	69472
13	13	63865	65010	66154	67986	69817	71877	74508
14	14	69358	70503	71647	73479	75310	77370	80001
15	15	75538	76683	77827	79659	81490	83550	86181
16	16	82176	83321	84465	86297	88128	90188	92819
16A	16A	87612	88757	89901	91733	93564	95624	98255
17	17	93048	94193	95337	97169	99000	101060	103691

Schedule A-3
ADDITIONAL TEACHING PERIOD SALARY GUIDE
2012-2013

STEP	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
11-12	12-13							
***	1	53991	55327	56662	58799	60936	63339	66409
1	2	54225	55561	56895	59033	61169	63572	66642
2	3	54458	55794	57129	59266	61402	63806	66875
3	4	54703	56039	57374	59511	61647	64051	67120
4	5	55372	56707	58042	60180	62316	64719	67789
5	6	56173	57509	58844	60981	63117	65521	68590
6	7	56972	58308	59643	61780	63916	66320	69389
7	8	58042	59378	60713	62850	64986	67390	70459
8	9	59243	60579	61913	64051	66187	68590	71660
9	10	60579	61914	63249	65387	67523	69926	72996
10	11	62046	63382	64717	66854	68990	71394	74463
11	12	66186	67522	68856	70994	73130	75533	78603
12	13	72061	73397	74732	76869	79005	81409	84478
13	14	78470	79806	81140	83278	85414	87818	90887
14	15	85680	87016	88351	90488	92624	95028	98097
15	16	93425	94761	96095	98233	100369	102772	105842
16	16A	99767	101103	102437	104575	106711	109114	112184
17	17	106109	107445	108780	110917	113053	115457	118526

Schedule A-4
ADDITIONAL TEACHING PERIOD SALARY GUIDE
2013-2014

STEP	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
12-13	13-14							
***/1	1	56441	57777	59112	61249	63386	65789	68859
2	2	56675	58011	59345	61483	63619	66022	69092
3	3	56908	58244	59579	61716	63852	66256	69325
4	4	57153	58489	59824	61961	64097	66501	69570
5	5	57822	59158	60492	62630	64766	67169	70239
6	6	58623	59959	61294	63431	65567	67971	71040
7	7	59422	60758	62093	64230	66367	68770	71840
8	8	60492	61828	63163	65300	67436	69840	72909
9	9	61693	63029	64363	66501	68637	71040	74110
10	10	63029	64365	65699	67837	69973	72376	75446
11	11	64496	65832	67167	69304	71441	73844	76914
12	12	68636	69972	71306	73444	75580	77983	81053
13	13	74511	75847	77182	79319	81455	83859	86928
14	14	80920	82256	83591	85728	87864	90268	93337
15	15	88130	89466	90801	92938	95074	97478	100547
16	16	95875	97211	98545	100683	102819	105222	108292
16A	16A	102217	103553	104887	107025	109161	111565	114634
17	17	108559	109895	111230	113367	115503	117907	120976

Schedule A-5
EXTENDED YEAR TEACHERS' SALARY GUIDE
2012-2013

STEP	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
11-12	12-13							
***	1	50905	52164	53423	55438	57452	59718	62612
1	2	51125	52384	53643	55658	57672	59938	62832
2	3	51345	52604	53863	55878	57892	60158	63052
3	4	51576	52835	54094	56109	58123	60389	63283
4	5	52206	53466	54724	56739	58753	61019	63913
5	6	52962	54221	55480	57495	59509	61775	64669
6	7	53715	54975	56233	58248	60262	62528	65423
7	8	54724	55983	57242	59257	61271	63537	66431
8	9	55856	57115	58374	60389	62403	64669	67563
9	10	57115	58375	59633	61648	63663	65929	68823
10	11	58499	59759	61017	63032	65046	67312	70206
11	12	62402	63661	64920	66935	68949	71215	74109
12	13	67942	69201	70459	72475	74489	76755	79649
13	14	73984	75243	76502	78517	80531	82797	85691
14	15	80782	82041	83300	85315	87329	89595	92489
15	16	88084	89343	90602	92617	94631	96897	99791
16	16A	94063	95323	96581	98596	100610	102876	105771
17	17	100043	101302	102561	104576	106590	108856	111750

Schedule A-6
EXTENDED YEAR TEACHERS' SALARY GUIDE
2013-2014

STEP	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
12-13	13-14							
***/1	1	53215	54474	55733	57748	59762	62028	64922
2	2	53435	54694	55953	57968	59982	62248	65142
3	3	53655	54914	56173	58188	60202	62468	65362
4	4	53886	55145	56404	58419	60433	62699	65593
5	5	54516	55776	57034	59049	61063	63329	66223
6	6	55272	56531	57790	59805	61819	64085	66979
7	7	56025	57285	58543	60558	62572	64838	67733
8	8	57034	58293	59552	61567	63581	65847	68741
9	9	58166	59425	60684	62699	64713	66979	69873
10	10	59425	60685	61943	63958	65973	68239	71133
11	11	60809	62069	63327	65342	67356	69622	72516
12	12	64712	65971	67230	69245	71259	73525	76419
13	13	70252	71511	72769	74785	76799	79065	81959
14	14	76294	77553	78812	80827	82841	85107	88001
15	15	83092	84351	85610	87625	89639	91905	94799
16	16	90394	91653	92912	94927	96941	99207	102101
16A	16A	96373	97633	98891	100906	102920	105186	108081
17	17	102353	103612	104871	106886	108900	111166	114060

Schedule B
ATHLETIC SALARIES
2012-2013 and 2013-2014

HIGH SCHOOL SPORTS:	Position	MIN	2ND	3RD	MAX
Football	Head Coach	6829	8174	9518	11352
	Assistant	3880	4638	5396	6431
Basketball; Wrestling	Head Coach	5478	6832	8186	9969
	Assistant	3452	4128	4804	5725
Baseball/Softball; Gymnastics; Soccer; Lacrosse; Field Hockey; Swimming; Track	Head Coach	5478	6153	6828	7841
	Assistant	3452	4128	4804	5725
Indoor Winter Track	Head Coach	2744	3409	4075	4953
	Assistant	1729	2402	3076	3920
Cross Country	Head Coach	2744	3409	4075	4953
Golf	Head Coach	2069	2734	3400	4249
Bowling; Tennis; Volleyball	Head Coach	3452	4128	4804	5725
	Assistant	2398	2727	3056	3538
Cheerleading (Fall)	Director	2072	2447	2881	3433
	Assistant	1440	1637	1835	2124
Cheerleading (Winter)	Director	2586	3093	3600	4291
	Assistant	1798	2044	2290	2651
Athletic Trainer		4099	5094	6090	7405
MIDDLE SCHOOL SPORTS:		MIN	2ND	3RD	MAX
Head Coach		3452	4128	4804	5725
Assistant Coach		2398	2727	3056	3538
Bowling Coach		2398	2727	3056	3538
Cross Country		2398	2727	3056	3538
Cheerleading Director		2398	2727	3056	3538

A committee shall be formed for the purpose of reviewing curricular and co-curricular stipend positions and payments, and for making recommendations about these positions. The committee will include both Association and administration representatives.

Schedule C
CO-CURRICULAR SALARIES
2012-2013 and 2013-2014

HIGH SCHOOLS:	POSITION	MIN	2ND	3RD	MAX
Senior Class	Advisor				3897
Junior Class	Advisor				3897
Sophomore Class	Advisor				2787
Freshman Class	Advisor				2620
Behavioral Science					
Animal Lab	Advisor	2464	2620	2776	3065
Chess Team	Advisor	2216	2378	2540	2826
Children's Show	Director	1538	1705	1873	2133
Co-Curricular Concerts	Director	1963	2242	2521	2926
	Assistant	1098	1378	1659	2027
Co-Curricular Music	A	2744	3409	4075	4953
	B	1376	1709	2043	2483
Drama/Musicals	Director>Show	2744	3409	4075	4953
(Fall/Spring)	Assts./Show	1538	1705	1873	2133
East/West H.S. Band	Director				1118
Forensics	Advisor	2216	2378	2540	2826
Literary Magazine	Advisor	1538	1700	1862	2133
Literary Magazine Art	Advisor	673	851	1029	1262
Living Spec. Maint.	Advisor	2464	2620	2776	3065
Marching Band	Director	6154	6810	7466	8489
	Assistant	4127	4803	5478	6431
Mock Trial Team	Advisor	2216	2378	2540	2826
Natl. Honor Society	Advisor	868	1030	1193	1417
Newspaper	Advisor	3080	3409	3738	4249
Newspaper Business	Advisor	1077	1138	1198	1317
Pavas	Advisor	1356	1532	1708	1970
Photography	Advisor	2216	2378	2540	2826
Publicity	Director	1729	2053	2378	2826
School News/Online	Advisor	1208	1371	1534	1773
School Store	Advisor	1356	1532	1708	1970

Schedule C, continued
CO-CURRICULAR SALARIES
2012-2013 and 2013-2014

HIGH SCHOOLS:	POSITION	MIN	2ND	3RD	MAX
Student Activities	Advisor				12607
Student Council	Director	3080	3409	3738	4249
Theater Workshop	Director	1538	1705	1873	2133
Theater Workshop Technical	Assistant	859	1028	1197	1426
Work Study Coord.		820	1093	1366	1713
World Language Literary Magazine	Advisor	1538	1700	1862	2117
Yearbook	Advisor	3452	4128	4804	5725
Yearbook Art	Advisor	1208	1371	1534	1773
Yearbook Business	Advisor	1208	1371	1534	1773
Yearbook Literary	Advisor	1208	1371	1534	1773
Yearly Light/Sound Manager		1538	1705	1873	2133
Yearly Stage Manager		1538	1705	1873	2133

Schedule C, continued
CO-CURRICULAR SALARIES
2012-2013 and 2013-2014

MIDDLE SCHOOLS:	Position	MIN	2ND	3RD	MAX
All Cherry Hill Middle School Band	Director				1118
All Cherry Hill Middle School Orchestra	Director				1118
Band/Orchestra	Director	2216	2380	2545	2830
CHAPS	Director	1537	1700	1863	2117
Drama	Director	1538	1700	1862	2117
	Assistant	869	1089	1308	1598
Glee Club	Director	2216	2380	2545	2830
Jazz Band	Director	2216	2380	2545	2830
Men's Governing Body					1551
Newspaper	Director	1538	1700	1862	2117
Peer Leadership	Advisor				2530
	Assistant				2249
Publicity	Director	1538	1700	1862	2117
Student Activities	Advisor				12607
Student Council	Director	1885	2055	2226	2506
Wind Ensemble		2216	2380	2545	2830
Yearbook	Director	1538	1700	1862	2117

ELEMENTARY SCHOOLS:	Position	MIN	2ND	3RD	MAX
All Cherry Hill Elementary Band	Director	2216	2380	2545	2830
	Assistant	1885	2055	2226	2506
All Cherry Hill Elementary Orchestra	Director	2216	2380	2545	2830
	Asst. Director/ Accomp.	1885	2055	2226	2506
All Cherry Hill Elementary Chorus	Director	2216	2380	2545	2830
	Asst. Director/ Accomp.	1885	2055	2226	2506
Safety Patrol	Director	1356	1532	1708	1970
Site-Based Staff Development Spec.					2571

A committee shall be formed for the purpose of reviewing curricular and co-curricular stipend positions and payments, and for making recommendations about these positions. The committee will include both Association and administration representatives.

Schedule D-1
SECRETARIAL SALARY GUIDE
2012-2013

YEARS OF EXPERIENCE AS OF 6/30/12	STEP	LEVEL	SALARY
0-2	1, 2, 3	1	34,253
3-5	4, 5, 6	2	35,253
6-8	7, 8, 9	3	39,053
9+	10	4	46,053

Movement to any steps on the guide above shall occur on the July 1st following the requisite number of years of service.

Covered employees shall advance one step each year and shall advance to the next Level when the requisite step is reached.

Clerk-Typists shall be paid at 80% of the above guide. Clerk-Typists on staff as of September 14, 2004, are grandfathered and will appear on the above guide for the duration of their employment in the District.

Effective July 1 of the year following completion of the tenth year of secretarial service in Cherry Hill, a \$600 career increment will be paid each year through the twentieth year.

Effective July 1 of the year following completion of the twentieth year of secretarial service in Cherry Hill, a \$1,700 career increment will be paid. This is the total career increment to be paid.

Schedule D-2
SECRETARIAL SALARY GUIDE
2013-2014

YEARS OF EXPERIENCE AS OF 6/30/13	STEP	LEVEL	SALARY
0-2	1, 2, 3	1	35,038
3-5	4, 5, 6	2	36,038
6-8	7, 8, 9	3	39,838
9+	10	4	46,838

Movement to any steps on the guide above shall occur on the July 1st following the requisite number of years of service.

Covered employees shall advance one step each year and shall advance to the next Level when the requisite step is reached.

Clerk-Typists shall be paid at 80% of the above guide. Clerk-Typists on staff as of September 14, 2004, are grandfathered and will appear on the above guide for the duration of their employment in the District.

Effective July 1 of the year following completion of the tenth year of secretarial service in Cherry Hill, a \$600 career increment will be paid each year through the twentieth year.

Effective July 1 of the year following completion of the twentieth year of secretarial service in Cherry Hill, a \$1,700 career increment will be paid. This is the total career increment to be paid.

SCHEDULE E
TEACHER STIPENDS AND MISCELLANEOUS PAYMENTS
2012-2013 and 2013-2014

COORDINATORS:	
Lunchroom/Playground Coordinator	\$7,090 *
Coordinator Primary Years Programme of Internatl. Bacc.	N/A **
Coordinator International Bacc. Program	\$4,562
Professional Development School Coordinator	\$6,135
District ITV Coordinator	\$6,518
District Data Network Coordinator	\$6,518
District Web-Site Coordinator	\$6,518

*Prorated to \$38.96 hourly.

** Effective July 1, 2008, this stipend has been eliminated. The stipend for the ESL Coordinator has also been eliminated as of that date.

CURRICULUM HOURLY RATES:	
Curriculum Development	\$35.71
Presenters: DAYTIME {1½ times curriculum rate}	\$53.56
Presenters: NIGHT {2 times curriculum rate}	\$71.42
Saturday Meetings {2½ times curriculum rate}	\$89.27

DEPARTMENT FACILITATORS:	
Fewer than 7.1 teachers:	\$3,424
7.1 to 13 teachers:	\$4,279
13.1 to 20 teachers:	\$5,135
20.1 or more teachers:	\$6,135

MISCELLANEOUS:	
Area of Interaction Leader	\$6,135
Community Service Advisor (@ CHHS-West)	\$3,911
Speech/Language Therapist for Fast ForWord Program	\$2,215
Teacher In Charge (Elementary teacher subbing for Principal)	\$2,217
Environmental Education (per diem for overnight)	\$190.98
Web Page Editor (East High School)	\$2,614
Bedside Instruction - hourly	\$41.03
Classroom Coverage -Teachers – per 45 minutes	\$24.85
Saturday School Detention - hourly	\$38.48
Attendance at workshops held on non-school days during the school year	\$104.50
After-School At-Risk Program	\$42.60

SCHEDULE E, continued
TEACHER STIPENDS AND MISCELLANEOUS PAYMENTS
2012-2013 and 2013-2014

SICK LEAVE: Unused at Retirement	
Certified Staff	\$65.66
Secretarial and Support	\$25.26

SUPERVISION HOURLY RATES:	
A. Supervision, Co-Curricular Activities	\$22.46
B. Supervision of Persons Identified in A	\$28.08
C. Supervision, Co-Curricular Activities, by secretaries	\$21.10

SUMMER WORK:		
Scheduling	Hourly:	\$13.86
Summer School	Weekly:	\$904
Summer School	Hourly:	\$45.20
Summer Band Director {3 times Summer School Rate}		\$2,712
Summer Band Asst. Dir. {2 times Summer School Rate}		\$1,808
Indoor Marching Band {.5 of Director}		\$1,356
Show Design		\$555

SUMMER WORKSHOPS:	
Teaching/contact with children (includes orientation programs)	Per Diem Rate
District Workshop Participation (if requested by supervisor)	\$104.50 per day
Presenter of Workshop/Program. The payment is based upon each hour of presentation. There is no separate payment for preparation.	Contracted curriculum rate

Out of District Workshop Participation (Voluntary) [e.g. Lincoln Center]	Registration, travel expenses and meals
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Out of District Workshop Participation (Required)	Registration, travel expenses, meals and \$104.50 remuneration for time.
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Mileage	Per Board Policy
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SCHEDULE F
SUPPORT STAFF, FIELD TECHNICIANS,
STUDENT MANAGEMENT SYSTEMS COORDINATORS, and
TECHNOLOGY SYSTEMS SPECIALISTS SALARIES
2012-2013 and 2013-2014

Each support staff employee on the 2011-2012 scattergram receives a \$1,261 raise for 2012-2013, and a \$1,086 raise for 2013-2014.

Each Field Technician, Student Management Systems Coordinator, and Technology Systems Specialist on the 2011-2012 scattergram receives a \$1,219 raise for 2012-2013, and a \$1,050 raise for 2013-2014.